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.

November 4, 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 – LEROY SPOTTED EAGLE, SPIRITUAL LEADER, SOUTHERN PAIUTE NATION
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF NEIGHBORHOOD ADVOCATE DAN LYONS
7. RECOGNITION OF THE SCHOOL SAFETY ACTION COMMITTEE
8. RECOGNITION OF THE AMERICAN PLANNING ASSOCIATION DEBOER AWARD WINNERS
9. RECOGNITION OF THE CORRIDOR OF HOPE COLLABORATION TO AID THE HOMELESS

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 October 7, 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.

CITY ATTORNEY - CONSENT

12. Approval for final funding of arbitration expenses and for the law firm of Kemp, Jones & Coulthard, LLP to represent the City of Las Vegas in an arbitration filed against it by Asphalt Products Corporation over the construction of Washington Buffalo Park Phases 1-A and 1-B for an amount not to exceed $200,000 - Ward 4 (Anthony)

FIELD OPERATIONS - CONSENT

13. Approval of a Grant of Easement for Underground Electrical Service Cables from the City of Las Vegas to Nevada Power Company, d/b/a NV Energy for access to certain electrical facilities for the wireless communications system located in the vicinity of Hualapai Way and Alta Drive, APNs 138-31-501-003 and 138-31-101-002 - Ward 2 (Wolfson)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

15. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Hanson Hospitality Group, Inc., dba Buzz BBQ, 7121 West Craig Road, Suite 101, Michael L. Hanson, Pres, Dir and Michelle Hanson, Secy, Treas, Dir, 100% jointly with spouse - Ward 1 (Tarkanian)

16. Approval of a Change of Business Name for a Beer/Wine/Cooler Off-sale License, Wasef Qaraman, dba From: Craig Rancho Mart, To: Craig Rancho Arco AM PM, 4371 North Rancho Drive, Wasef Qaraman, Owner, 100% - Ward 4 (Anthony)

17. Approval of a Change of Business Name for a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License, Israel & Israel, dba From: Maxi Market, To: Maxi Mart, 2212 East Charleston Boulevard, Ismail Z. Israel, Ptnr, 50% and Khoshaba Z. Israel, Ptnr, 50% - Ward 3 (Reese)

18. Approval of a new Beer/Wine/Cooler Off-sale License, Vincent Douglas Serritella, dba Vinny Boy's Italian Market Place, 3620 West Sahara Avenue, Suite W02, Vincent Serritella, Owner, 100% - Ward 1 (Tarkanian)

19. Approval of a new Restricted Gaming License, Durtenial Ventures, Inc., dba 7 Eleven Store 39138A, 6446 North Durango Drive, Suite 105, Harpreet S. Brar, Pres, Dir, Treas, Secy, 100% - Ward 6 (Ross)

20. Approval of a new Burglar Alarm Service License, Nevada Fire Protection, Inc., dba Nevada Fire Protection, Inc., 3225 East Post Road, Donnie Blunt, Pres, Dir, Treas, 100% - County

21. Approval of an extension of a Temporary Martial Arts Instruction Business License, Charles L. Burnett, dba Wonderland Karate, 5148 Hayward Avenue, Charles Burnett, Owner, 100% - County

22. Approval of an extension of a Temporary Massage Establishment License, Advanced Aesthetics - The Medspa, LLC, dba Advanced Aesthetics - The Medspa, LLC, 2150 South Rainbow Boulevard, Suite 110. Mary Sullivan-Bryan, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing beauty salon - Advanced Aesthetics - The Medspa, LLC]

23. Approval of an extension of a Temporary Massage Establishment License, Desert Pines Family Health Centers, dba Desert Pines Chiropractic, 3551 East Bonanza Road, Suite 108, Mr. Douglas Hermansen, Pres, Treas, Dir, 100% - Ward 3 (Reese) [NOTE: This is an ancillary license to an existing chiropractic business - Desert Pines Chiropractic]

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

24. Approval of award of Amendment No. 1 to Agreement No. 07-21676, Engineering Design Services for Traffic Package No. 7 located at Washington Avenue/Comstock Drive, Bonanza Road/Tonopah Drive, Vegas Drive/Pueblo Vista Drive, Rancho Drive/Palomino Lane, Buffalo Drive/Gilmore Avenue, Pavilion Center/Greenmoor Lane, Rampart Boulevard/Hillpointe Road and Durango Drive between I-215 and Elkhorn Road - Department of Public Works - Award recommended to: ORTH-RODGERS AND ASSOCIATES, INC. ($112,119.56 - Traffic Improvements Capital Projects Fund) - Wards 1, 2, 4, 5 and 6 (Tarkanian, Wolfson, Anthony, Barlow and Ross)

25. Approval of award of Amendment No. 1 to Agreement No. 080127-DC, Engineering Design Services Agreement for Water Pollution Control Facility Effluent Channel to Pipeline located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK & VEATCH ($130,456 - Sanitation Enterprise Fund) - County

26. Approval of award of Bid No. 09.53541.03-LED, WPCF Dewatering Wells Project located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CONSTRUCTION SERVICES UNLIMITED, INC. ($1,565,300.01 - Sanitation Enterprise Fund) - County

27. Approval of Agreement No. 100100-TF, Prime Design Services Agreement for Las Vegas Creek Lateral - Langtry Channel located from Washington Avenue to Bonanza Road between Decatur Boulevard and Valley View Boulevard - Department of Public Works - Award recommended to: VTN NEVADA ($351,400 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

NEIGHBORHOOD SERVICES - CONSENT

28. Approval of an amendment to the Disposition and Development Agreement (DDA) with Nevada H.A.N.D., Inc. extending the construction timeline for development of 240 affordable assisted and independent living multi-family units for seniors located northeast of the intersection of Deer Springs Way and Decatur Boulevard - Ward 6 (Ross)

29. Approval of an amendment to the Disposition and Development Agreement (DDA) with Nevada H.A.N.D., Inc. extending the construction timeline for development of approximately 150 affordable multi-family rental units located at 15 West Owens Avenue - Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

30. Approval of a Sewer Connection Agreement with Jerald L. Hafen and Dinah W. Hafen, owners and an Interlocal Contract with Clark County Water Reclamation District for sewer services, located on the southwest corner of Durango Drive and West La Madre Way, APN 125-32-803-006 - County (near Ward 4 - Anthony)

31. Approval of Supplemental Interlocal Contract 457d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding in the amount of $4,379,000 for the Bonneville/Clark One-Way Couplet project (Main Street to Charleston Boulevard - Ward 3 (Reese)

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

32. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1054 Bonita Avenue in the amount of $3,639 (General Fund) and assess a maximum of $47,550 in daily civil penalties. PROPERTY OWNER: 1054 BONITA AVE TRUST - Ward 3 (Reese)

33. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1425 North Main Street in the amount of $27,715 (General Fund). PROPERTY OWNER: CHARLENE & HERMAN THROWER JR - Ward 5 (Barlow)

34. Public Hearing to consider a request for a waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the properties located North of Oakey Boulevard on the East side of Buffalo Road (APN 163-03-201-003, APN 163-03-201-004 and APN 163-03-201-005) for a total of $76,789.01. PROPERTY OWNER: J & D FINANCIAL SERVICES INC - Ward 2 (Wolfson)

35. Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 558 Canosa Avenue in the amount of $40,999.32. PROPERTY OWNER: BANK MORGAN J P CHASE - Ward 3 (Reese)

ADMINISTRATIVE - DISCUSSION

36. Report from Pam Gallion, Executive Director of the University of Nevada, Las Vegas Cannon Survey Center on the results of the citizen survey - All Wards

37. Discussion and possible action regarding an Exclusive Negotiation Agreement between City Parkway IV-A, Inc., and PH ICE, LLC, to conduct feasibility investigations on property located at 301 West Mesquite Avenue (APN 139-27-401-301) - Ward 5 (Barlow)

38. Discussion and possible action regarding the Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center by and between the Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation, City Parkway V, Inc., a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada regarding the site located at 361 Symphony Park Avenue within the Symphony Park master planned development (APN 139-33-610-026) ($1,448,303 – Parks and Leisure Capital Projects Fund) - Ward 5 (Barlow)

BUSINESS DEVELOPMENT - DISCUSSION

39. Discussion and possible action regarding an Exclusive Negotiation Agreement between the City of Las Vegas and The Cordish Companies, Inc., for the development of a Casino/Hotel, a Live District and Sports Arena on approximately 20 acres at Las Vegas Boulevard and Stewart Avenue (APNs 139-34-501-003 and -011, -510-045, -512-001, -004, -005, -008, -009 to -015, -018 to -025, -034 to -039, -048, -050 to -053, -055 to -056, -099 and -100) ($150,000 – Industrial Development Revenue Fund) - Ward 5 (Barlow)

CITY ATTORNEY - DISCUSSION

40. Discussion and possible action regarding possible appeal from decision in the Asphalt Products Corporation case and other matters relating thereto - Ward 4 (Anthony)

41. Discussion and possible action to pay the award to Asphalt Products Corporation for $980,361.60 plus interest and other matters relating thereto - Ward 4 (Anthony)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

42. Discussion and possible action regarding a new Package License subject to the provisions of the fire codes and Health Dept. regulations, Best Fellas, Inc., dba Super Liquor Mid Strip, 2301 South Las Vegas Boulevard, Jeffrey Nowak, Secy, Dir, 50% and Ramzi Suliman, Pres, Treas, Dir, 50% - Ward 3 (Reese)

43. Discussion and possible action regarding a Review of Conditions for a Massage Establishment License subject to the provisions of the planning codes, Chiropractic Healing Center Unlimited, Inc., dba Chiropractic Healing Center, 7250 Peak Drive, Suite 106, Cheree Johnson, Pres, Secy and Rufus Johnson, Treas, Dir - Ward 4 (Anthony) [NOTE: Item to be heard in the afternoon session in conjunction with Item 75 SUP-35739]

44. Discussion and possible action regarding a Six Month Review of a Temporary Locksmith License, NK Enterprises, Inc., dba A B C Locksmiths, 3981 West Sunset Road, Suite E, Nir Kaufman, Pres, Secy, Treas, Dir, 100% - County

45. Discussion and possible action regarding a Six Month Review of a Temporary Class II Secondhand Dealer License, Bargain Hunters, LLC, dba Bargain Hunters, 1200 South Rainbow Boulevard, Stacy Luxenberg, Mgr, 100% - Ward 1 (Tarkanian)

46. Discussion and possible action regarding a Ninety Day Review of a Temporary Martial Arts Instruction Business License, Chung Soo Kim, dba C S Kim Tae Kwon Do School, 9101 West Sahara Avenue, Suite 106, Chung Soo Kim, Owner, 100% - Ward 2 (Wolfson)

47. ABEYANCE ITEM - Discussion and possible action regarding a new Locksmith License, Speedy Locksmith & Key, Inc., dba Able Lock & Key, 1913 East Charleston Boulevard, Sonia I. Osbourne, Pres, Secy, Treas, 100% - Ward 3 (Reese)

48. Discussion and possible action regarding an Appeal of a Denial of a Reflexology Establishment, Tao Hong, Inc., dba Smile Foot Massage, 2600 West Sahara Avenue, Suite 117, Zhongzhi Lu, 100% - Ward 1 (Tarkanian)

NEIGHBORHOOD SERVICES - DISCUSSION

49. Report and possible action on the Corridor of Hope Collaboration and Ten-Year Homeless Plan - All Wards

50. Discussion and possible action on an Interlocal Agreement for Shared Funding between the City of Las Vegas, Clark County and the cities of North Las Vegas, Henderson and Boulder City to contribute $314,813.14 for regional homeless coordination and inclement weather shelter - All Wards

51. Discussion and possible action on a Memorandum of Understanding (MOU) between the City of Las Vegas, Clark County, the cities of North Las Vegas, Henderson and Boulder City, Southern Nevada Hospitals and WestCare Nevada, Inc. to contribute $257,424.01 for a Community Triage Center located at 930 North 4th Street - Ward 5 (Barlow)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

52. Bill No. Z-2009-2 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land. Proposed by: M. Margo Wheeler, Director of Planning and Development

53. Bill No. 2009-41 – Revises the hillside development standards and guidelines to reflect their applicability to nonresidential development. (TXT-34891) Sponsored by: Councilman Stavros S. Anthony

54. Bill No. 2009-42 – Amends the Downtown Centennial Plan to allow certain alcohol-related uses within the Parkway Center District by means of special use permit. (TXT-34880) Sponsored by: Mayor Oscar B. Goodman

55. Bill No. 2009-43 – Temporarily allows the sale of used motor vehicles in Town Center without the requirement that the use be incidental to new vehicle sales. (TXT-34717) Sponsored by: Councilman Steven D. Ross

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

56. Bill No. 2009-44 – Requires that dogs and cats over the age of four months be spayed or neutered, except under specified circumstances, and requires the microchipping of dogs and cats before they can be recovered from impound or adopted. Sponsored by: Councilman Steven D. Ross

NEW BILLS - DISCUSSION

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

57. Bill No. 2009-45 – Amends the City's regulations pertaining to alcoholic beverages, including updates to licensing categories, standards and definitions. Sponsored by: Councilman Steve Wolfson

58. Bill No. 2009-47 – Updates the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan. Sponsored by: Councilwoman Lois Tarkanian

CLOSED SESSION

59. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 228.220 to discuss labor issues

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

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

61. WVR-35710 - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: MONTECITO PARTNERS, LLC - Request for a Waiver of Title 19.12.040(E)(2) TO ALLOW A 394 CUBIC-FOOT UTILITY BOX TO BE SET BACK ZERO FEET FROM PUBLIC RIGHT-OF-WAY WITH NO REQUIRED LANDSCAPING WHERE THREE FEET OF LANDSCAPING IS REQUIRED at 6605 Grand Montecito Parkway (APN 125-20-810-002), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use) Town Center Special Land Use Designation], Ward 6 (Ross). The Planning Commission (5-0 vote) and staff recommend APPROVAL

62. SUP-35734 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: JEWELRY MANUFACTURER'S EXCHANGE, INC. - OWNER: DURANGO COMMONS LTD, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING JEWELRY STORE at 8550 West Charleston Boulevard, Suite #108 (APN 138-32-816-002), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (5-0 vote) and staff recommend APPROVAL

63. SUP-35755 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: UNITED STATES VETERANS INITIATIVE - OWNER: 610 LLC, ET AL - Request for a Special Use Permit FOR A PROPOSED SOCIAL SERVICE PROVIDER at 610 North Las Vegas Boulevard (APN 139-27-812-007), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and staff recommend APPROVAL

64. DIR-36236 - WATER FEATURE EXEMPTION - APPLICANT: BELLACERE BOARD OF DIRECTORS - OWNER: BELLACERE COMMUNITY ASSOCIATION - Request TO ALLOW THE OPERATION OF A 135 SQUARE-FOOT WATER FEATURE LOCATED AT THE ENTRANCE IN FRONT OF A GUARD BUILDING at 619 Meadows Canyon Lane (APN 137-36-697-025), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

65. 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

66. SUP-35346 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WYNONA PERDUE - OWNER: TONOPAH CRAIG ROAD COMPANY, LLP - Request for a Special Use Permit FOR A PROPOSED 6,000 SQUARE-FOOT THRIFTSHOP at 4460 North Rancho Drive (APNs 138-02-601-001 & 002, 138-02-204-001), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL

67. GPA-35729 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL - Request to amend the Master Plan of Streets and Highways and modify Map 2A of the Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan TO ADD A SECONDARY COLLECTOR TO CONNECT BONNEVILLE AVENUE WITH CLARK AVENUE BETWEEN CASINO CENTER BOULEVARD AND FIRST STREET, AND TO RECLASSIFY BONNEVILLE AVENUE FROM AN 80-FOOT SECONDARY COLLECTOR TO A 125-FOOT PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

68. ZON-35723 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: YSBM INVESTMENT, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) AND C-2 (GENERAL COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 1.40 acres at 1150 South Las Vegas Boulevard (APNs 162-03-112-003 and 004), Ward 3 (Reese). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

69. SUP-35724 - SPECIAL USE PERMIT RELATED TO ZON-35723 - PUBLIC HEARING - APPLICANT/OWNER: YSBM INVESTMENT, LLC - Request for a Special Use Permit FOR A HOTEL, RESIDENCE (EXTENDED STAY) at 1150 South Las Vegas Boulevard (APNs 162-03-112-003 and 004), C-1 (Limited Commercial) and C-2 (General Commercial) Zones [PROPOSED: C-2 (General Commercial)], Ward 3 (Reese). The Planning Commission (3-1-1 vote) recommends DENIAL. Staff recommends APPROVAL

70. VAR-35746 - VARIANCE - PUBLIC HEARING - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CENTER EQUITY PARTNERS, LLC - Request for a Variance TO ALLOW A 112-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 185 FEET FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (BUILDING FEATURE EXTENSION) at 6000 Smoke Ranch Road (APN 138-13-401-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and staff recommend APPROVAL

71. SUP-35744 - SPECIAL USE PERMIT RELATED TO VAR-35746 - PUBLIC HEARING - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CENTER EQUITY PARTNERS, LLC - Request for a Special Use Permit FOR A PROPOSED 62-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (BUILDING MOUNTED) AND THE RELOCATION OF THREE EXISTING ANTENNAS at 6000 Smoke Ranch Road (APN 138-13-401-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and staff recommend APPROVAL

72. VAR-35754 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW 19 PARKING SPACES WHERE 26 PARKING SPACES ARE REQUIRED FOR A PROPOSED GOVERNMENT FACILITY (FIRE STATION) on 1.45 acres at 4551 East Bonanza Road (APN 140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

73. SDR-35751 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-35754 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 7,600 SQUARE-FOOT GOVERNMENT FACILITY (FIRE STATION) WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER BETWEEN THE SIDEWALK AND BACK OF CURB WHERE FIVE FEET IS REQUIRED ALONG ARTERIAL STREETS ONE HUNDRED FEET AND WIDER (BONANZA ROAD) on 1.45 acres at 4551 East Bonanza Road (APN 140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

74. SUP-35731 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LA LUPITA MEAT, MARKET LLC - OWNER: V & I LAKE MEAD PROMENADE, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 4,240 SQUARE-FOOT CONVENIENCE STORE WITH A WAIVER TO ALLOW A DISTANCE SEPARATION OF 160 FEET FROM A CHURCH WHERE 400 FEET IS REQUIRED at 6430 West Lake Mead Boulevard, Suite #115 (APN 138-23-201-008), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

75. SUP-35739 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHEREE SANDNESS, D.C. - OWNER: T I H PEAK LLC, ET AL - Request for a Special Use Permit FOR A PROPOSED 2,800 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A CITY PARK WHERE 400 FEET IS REQUIRED AND A 270-FOOT DISTANCE SEPARATION FROM ANOTHER MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS REQUIRED at 7250 Peak Drive, Suite #106 (APN 138-15-610-006), C-PB (Planned Business Park) Zone, Ward 4 (Anthony). Note: To be heard in conjunction with Morning Session Item 43. The Planning Commission (5-0 vote) and staff recommend APPROVAL

76. RQR-36189 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: EL COMPA TIRES - OWNER: ARMENIAN & KOUTNOUYAN - Required Review of a previously approved Special Use Permit (SUP-3128) FOR AN AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES AND SERVICE) AND AUTO REPAIR GARAGE, MINOR on 0.36 acres located at 4401 Stewart Avenue (140-32-301-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

77. SDR-32534 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MFE, INC. - Request for a Major Amendment to an approved Site Development Plan Review (SDR-5893) FOR A PROPOSED 3,600 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS AND 1,300 SQUARE FEET OF RETAIL WITH WAIVERS OF THE TOWN CENTER COMMERCIAL DEVELOPMENT, LANDSCAPE AND STREETSCAPE STANDARDS WHERE A 3,500 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS WAS APPROVED on 1.12 acres at the southwest corner of Tenaya Way and Azure Drive (APN 125-27-222-009), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). NOTE: THIS APPLICATION HAS BEEN AMENDED FOR A PROPOSED 3,334 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS AND 1,665 SQUARE FEET OF RETAIL WHERE A 3,500 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS WAS APPROVED. The Planning Commission (5-0 vote) and staff recommend APPROVAL

SET DATE

78. 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

79. 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

80. 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: NOVEMBER 4, 2009

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

SUBJECT:
INVOCATION – LEROY SPOTTED EAGLE, SPIRITUAL LEADER, SOUTHERN PAIUTE NATION

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 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: NOVEMBER 4, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NEIGHBORHOOD ADVOCATE DAN LYONS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SCHOOL SAFETY ACTION COMMITTEE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE AMERICAN PLANNING ASSOCIATION DEBOER AWARD WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CORRIDOR OF HOPE COLLABORATION TO AID THE HOMELESS

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 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: NOVEMBER 4, 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 October 7, 2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval for final funding of arbitration expenses and for the law firm of Kemp, Jones & Coulthard, LLP to represent the City of Las Vegas in an arbitration filed against it by Asphalt Products Corporation over the construction of Washington Buffalo Park Phases 1-A and 1-B for an amount not to exceed $200,000 - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
Asphalt Products Corporation (APCO) contracted with the City to construct the Washington Buffalo Park Phases 1-A and 1-B in December 17, 2003. APCO constructed the park and the City staff found the construction to be defective. APCO demanded that the City pay millions of dollars in addition to the contract price. City staff refused. Pursuant to the contract, APCO filed for arbitration in December 2005. The arbitration commenced on September 5, 2007. The parties completed the entire presentation of their respective cases early this year. On October 9, 2009, the City received the final Decision and Award from the Nevada Arbitration Association. The final cost to the City for the arbitration is estimated to be $189,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of a Grant of Easement for Underground Electrical Service Cables from the City of Las Vegas to Nevada Power Company, d/b/a NV Energy for access to certain electrical facilities for the wireless communications system located in the vicinity of Hualapai Way and Alta Drive, APNs 138-31-501-003 and 138-31-101-002 - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Grant of Easement will allow NV Energy access to Clearwire's wireless communications system site.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Grant of Easement for Underground Electrical Service Cables

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

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

GRANT OF EASEMENT
FOR UNDERGROUND ELECTRICAL SERVICE CABLES

CITY OF LAS VEGAS, a municipal corporation, ("**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 d/b/a NV Energy ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove underground electric service cables that connect the **electric service entrance(s)** to Grantee's electric system ("**Utility Facilities**") upon, over, under and through the property described in **Exhibit "A"** 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 for the underground electric service cables 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.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area for the underground electric service cables without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, fencing, signage, walkways, driveways, patios, porches, and other slabs. 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.

CITY OF LAS VEGAS

_____

BY: OSCAR B. GOODMAN

TITLE: MAYOR

APPROVED AS TO FORM

John S. Ricci

_____

DEPUTY CITY ATTORNEY

ATTEST:

_____

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me,

_____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as _____ _____ on behalf of the City of Las Vegas, the municipal corporation therein named, and acknowledged to me that the municipal corporation executed it.

_____

Notary Public

Notary Seal:

Exhibit A

The North Half of the North Half (N1/2 N1/2) of Section 31, Township 20 South, Range 60 East, M.D.B.&M., in the City of Las Vegas, Clark County, Nevada.

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

RW# 0019-09rbt
Proj. # 186594
Project Name: Clearwire NV LSV233D
Reference Document: 435:350687
GOE_METER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 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: $61,405,095.30
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 10/01-10/15/09

City of Las Vegas

Summary of Cash Expenditures

For period of 10/1-15/09

Total Services & Materials Checks :	**$14,060,047.23**
Total Services & Materials EFT Payments :	**$2,371,709.04**
Total Wire Transfers:	**$37,777,041.60**
Total Payroll Checks:	**$7,196,297.43**
Grand Total:	**$61,405,095.30**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, CMC
City Clerk

On November 4, 2009, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Hanson Hospitality Group, Inc., dba Buzz BBQ, 7121 West Craig Road, Suite 101, Michael L. Hanson, Pres, Dir and Michelle Hanson, Secy, Treas, Dir, 100% jointly with spouse - Ward 1 (Tarkanian)

Fiscal Impact

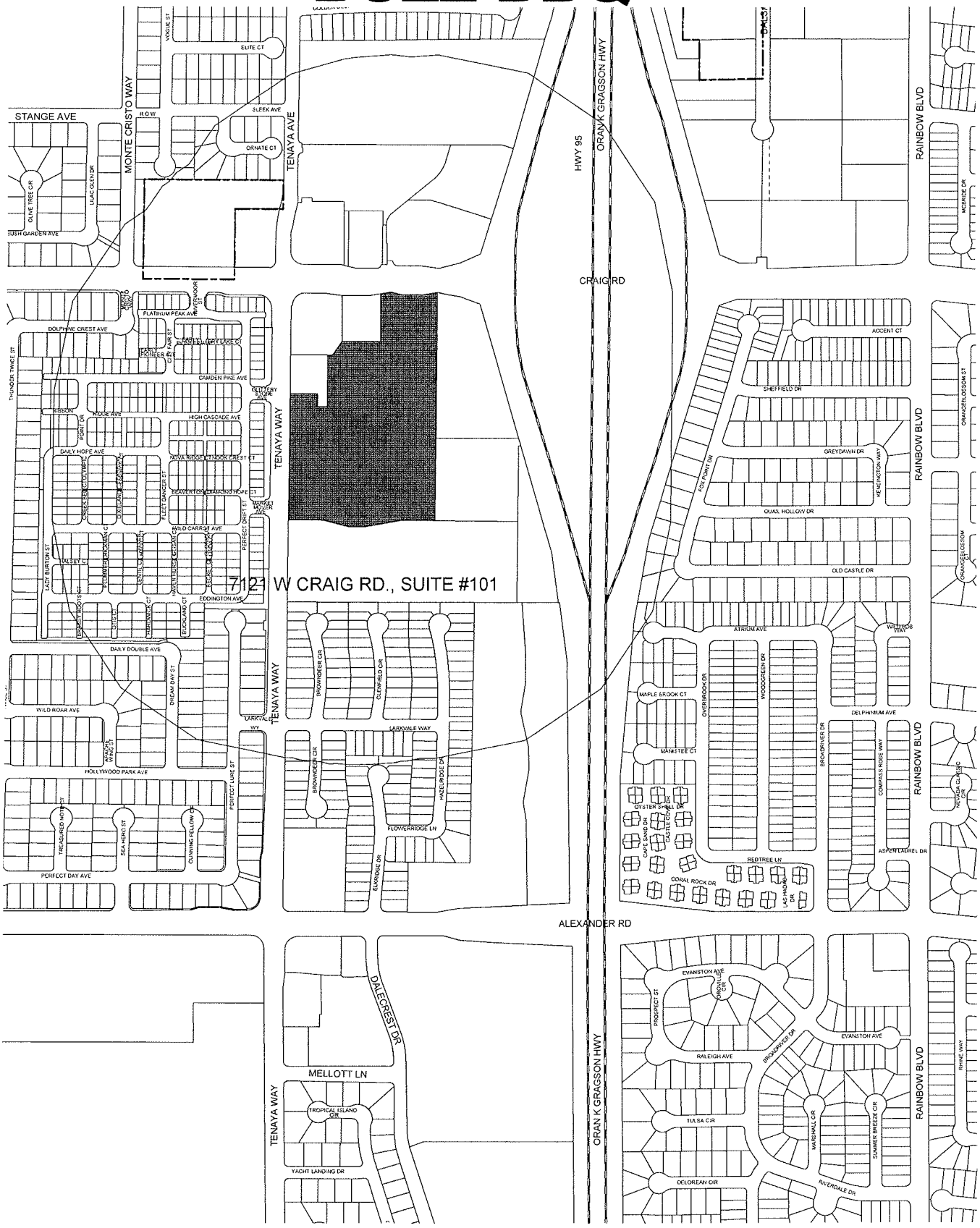
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
Map

BUZZ BBQ


7121 W CRAIG RD., SUITE #101
STANGE AVE
MONTE CRISTO WAY
TENAYA AVE
HWY 95
ORAN K GRAGSON HWY
RAINBOW BLVD
CRAIG RD
ALEXANDER RD
DALECREST DR
MELLOTT LN
TENAYA WAY
ELITE CT
SLEEK AVE
ORNATE CT
VOGUE ST
OLIVE TREE CIR
LILAC GLEN DR
LUSH GARDEN AVE
PLATINUM PEAK AVE
DOLPHINE CREST AVE
EARLY PIONEER AVE
CAMDEN PINE AVE
HIGH CASCADE AVE
DAILY HOPE AVE
NOVA RIDGE CT
BEAVERTON DIAMOND HOPE CT
WILD CARROT AVE
EDDINGTON AVE
DAILY DOUBLE AVE
WILD ROAR AVE
HOLLYWOOD PARK AVE
PERFECT DAY AVE
LARKVALE WAY
FLOWERRIDGE LN
BROWNRIDGE CIR
GLENFIELD DR
HAZELRIDGE DR
EVERGLADE DR
ACCENT CT
SHEFFIELD DR
GREYDAWN DR
QUAIL HOLLOW DR
OLD CASTLE DR
ATRIUM AVE
MAPLE BROOK CT
MANATEE CT
DELPHINIUM AVE
REDTREE LN
CORAL ROCK DR
ASPEN LAUREL DR
ORANGEBLOSSOM ST
EVANSTON AVE
RALEIGH AVE
TULSA CIR
DELOREAN CIR
RIVERDALE DR
TROPICAL ISLAND CIR
YACHT LANDING DR
0 300 600 Feet
N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of a Change of Business Name for a Beer/Wine/Cooler Off-sale License, Wasef Qaraman, dba From: Craig Rancho Mart, To: Craig Rancho Arco AM PM, 4371 North Rancho Drive, Wasef Qaraman, Owner, 100% - Ward 4 (Anthony)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of a Change of Business Name for a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License, Israel & Israel, dba From: Maxi Market, To: Maxi Mart, 2212 East Charleston Boulevard, Ismail Z. Israel, Ptnr, 50% and Khoshaba Z. Israel, Ptnr, 50% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of a new Beer/Wine/Cooler Off-sale License, Vincent Douglas Serritella, dba Vinny Boy's Italian Market Place, 3620 West Sahara Avenue, Suite W02, Vincent Serritella, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

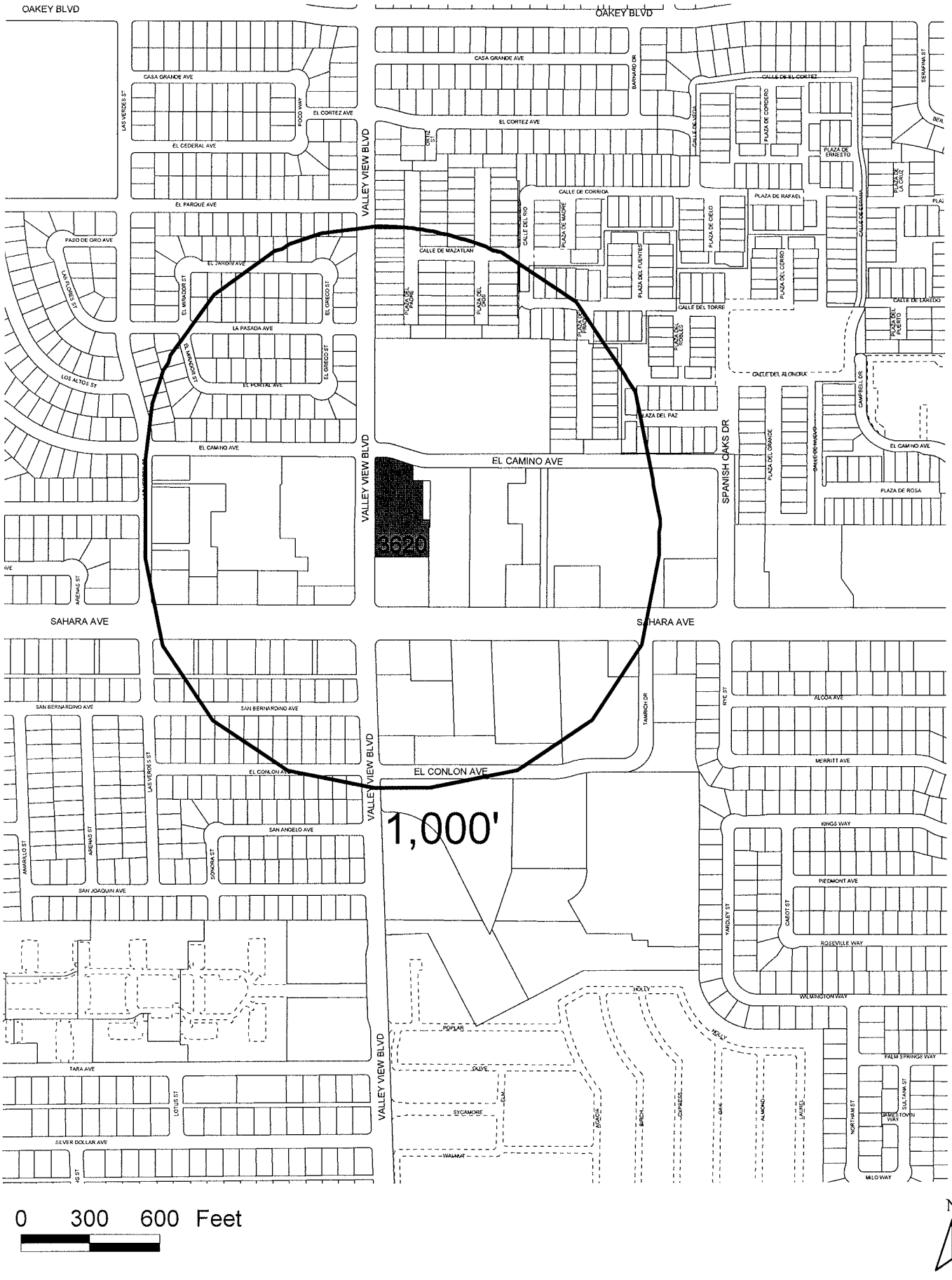
PURPOSE/BACKGROUND:
Approval of a new Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend approval subject to the following special use permit conditions:

1. All beer and wine coolers shall remain in the original manufactures configuration of four or six packs.
2. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited.
3. The sale of wine with alcohol by volume of 16% shall be prohibited.

BACKUP DOCUMENTATION:
Map

VINNY BOYS ITALIAN MARKET PLACE



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of a new Restricted Gaming License, Durtenial Ventures, Inc., dba 7 Eleven Store 39138A, 6446 North Durango Drive, Suite 105, Harpreet S. Brar, Pres, Dir, Treas, Secy, 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of a new Burglar Alarm Service License, Nevada Fire Protection, Inc., dba Nevada Fire Protection, Inc., 3225 East Post Road, Donnie Blunt, Pres, Dir, Treas, 100% - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Burglar Alarm Service License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of an extension of a Temporary Martial Arts Instruction Business License, Charles L. Burnett, dba Wonderland Karate, 5148 Hayward Avenue, Charles Burnett, Owner, 100% - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Martial Arts Instruction Business License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Advanced Aesthetics - The Medspa, LLC, dba Advanced Aesthetics - The Medspa, LLC, 2150 South Rainbow Boulevard, Suite 110. Mary Sullivan-Bryan, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing beauty salon - Advanced Aesthetics - The Medspa, LLC]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Massage Establishment License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and with the following conditions:

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation cannot exceed the hours of operation of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Desert Pines Family Health Centers, dba Desert Pines Chiropractic, 3551 East Bonanza Road, Suite 108, Mr. Douglas Hermansen, Pres, Treas, Dir, 100% - Ward 3 (Reese) [NOTE: This is an ancillary license to an existing chiropractic business - Desert Pines Chiropractic]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Massage Establishment License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and with the following conditions:

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation cannot exceed the hours of operation of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
Map

DESERT PINES CHIROPRACTIC

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of award of Amendment No. 1 to Agreement No. 07-21676, Engineering Design Services for Traffic Package No. 7 located at Washington Avenue/Comstock Drive, Bonanza Road/Tonopah Drive, Vegas Drive/Pueblo Vista Drive, Rancho Drive/Palomino Lane, Buffalo Drive/Gilmore Avenue, Pavilion Center/Greenmoor Lane, Rampart Boulevard/Hillpointe Road and Durango Drive between I-215 and Elkhorn Road - Department of Public Works - Award recommended to: ORTH-RODGERS AND ASSOCIATES, INC. ($112,119.56 - Traffic Improvements Capital Projects Fund) - Wards 1, 2, 4, 5 and 6 (Tarkanian, Wolfson, Anthony, Barlow and Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $112,119.56
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Amendment No. 1 provides for a historical architectural research study.

PCC: T. Fernandez
POC: Richard Romer, P.E. - (702) 233-4060

RECOMMENDATION:
That City Council approve Amendment No. 1 to Contract No. 07-21676, Engineering Design Services for Traffic Package No. 7 to Orth-Rodgers and Associates, Inc. in the amount of $112,119.56, bringing the total contract amount to $396,208.56. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Certificate - Disclosure of Ownership/Principals
2. Amendment No. 1 to Agreement No. 07-21676
3. Agenda Memo

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: Orth-Rodgers & Associates, Inc.
Address: 3130 S. Durango Dr., Suite 404, Las Vegas, NV 89117
Telephone: 702-233-4060
EIN or DUNS: 23-2077102

Block 2 **Description**
Subject Matter of Contract/Agreement
Roadway Design Consulting Services
Contract No.

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.	Robert M. Rodgers Chairman of the Board	230 South Broad Street, 16th Floor Philadelphia, PA 19102	(215) 735-1932
2.	Steven B. Bolt, President	301 Lindenwood Drive, Suite 130 Malvern, PA 19355	(610) 407-9700
3.	Michael Rodgers, CEO	18 Campus Blvd., Suite 210 Newtown Square, PA 19073	(610) 355-1932
4.	Richard T. Romer, Principal	3130 S. Durango Dr., Suite 404 Las Vegas, NV 89117	(702) 233-4060
5.			
6.			
7.			
8.			

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

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

Richard T Romer
Name

9/18/07
Date

Subscribed and sworn to before me this 18th day of September, 2007

Rhonda F Digennaro
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
RHONDA F. DIGENNARO
No: 99-56461-1
My Appointment Expires April 27, 2011

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Orth-Rodgers and Associates, Inc., a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated September 5, 2007, (herein the "Agreement"), retaining the services of the Consultant for engineering design services more fully described therein in connection with the improvements to be constructed at various intersections as described in Exhibit "A" Scope of Services and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional design and historical surveys as required to meet American Recovery and Reinvestment Act of 2009 requirements.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Attachment "A" Scope of Services provides detail of additional design required.

2. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $112,119.56 from $284,089.00 to $396,208.56.

3. A new Exhibit "E" Additional Compensation is attached

4. A new Disclosure of Ownership/Principals is attached for amendments over $25,000.

5. All other provisions of the Agreement remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year first above written.

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

ORTH-RODGERS ASSOCIATES, INC.

By: Richard T Romer
Richard T. Romer, Principal
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, CMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 10/12/09
Deputy City Attorney Date

ATTACHMENT A
SCOPE OF SERVICES
TRAFFIC PACKAGE 7

BACKGROUND

On September 11, 2007, Orth-Rodgers & Associates (ORA) entered into an agreement with the City of Las Vegas (City) to provide engineering design services, preparation of Contract Drawings, Special Provisions and Cost Estimates for Traffic Package 7. A detailed scope of services for the Project is included in the Engineering Design Services Agreement.

This Scope of Additional Services outlines additional design work directed to be performed by the City that is necessary to successfully complete the project.

800.01 Historic Research Architectural Study

The City requested ORA provide an historical architectural research study for the intersections of Bonanza Road/Tonopah Drive and Washington Avenue/Comstock Drive due to federal funding requirements related to these two intersections. This effort will include an architectural evaluation by SWCA Environmental Consultants as well as support efforts by ORA. An architectural assessment will be made of the buildings at the two intersections noted. In addition, an architectural/historical assessment of the entire Bonanza Village neighborhood adjacent to the Washington Avenue/Comstock Drive intersection may be required. ORA's supplemental efforts are as follows:

- Attend two (2) coordination meetings for this specific task.
- Coordination with SWCA as required in preparation of the report.
- CAD support as required in preparation of the report.

All the effort described above is beyond the scope of the original scope of services and any supplements approved prior to this supplement request.

800.02 Additional Design Services Required to Conform to ARRA Requirements

TP7A – Schedule Impacts

The schedule on TP7A extended beyond the original scoped schedule due to additional design and plans review by NDOT in order to meet ARRA requirements As a result, the project required more project management and sub-consultant management than originally anticipated.

TP7A – Special provisions

Additional effort will be required to update special provisions due to changes in design to conform to ARRA requirements. Special provisions will also need to be updated for current CLV standards due to additional submittal of plans.

TP7A – Cost Estimates

Additional effort will be required to update the estimate of cost due to changes in design to conform to ARRA requirements. Revisions to design require a review of all pay items that have changed. Quantity calculations will be revised. All unit costs will be reviewed and updated due to an additional submittal of plans and the extension in time from the previous submittal's analysis of costs.

TP7A – Additional Design Effort

Efforts beyond those originally scoped will be required to coordinate and address comments from NDOT relating to recent changes in the project due to stimulus funding. ORA received the NDOT comments (generated by Jason Tyrrell) on June 22, 2009 from the City. This task includes ORA's effort to address design changes, additional coordination meetings, additional coordination with NDOT, additional ROW issues and TCE changes, additional plan submittals and additional utility coordination. The comments from NDOT can be generally summarized as follows:

1. Plan sheet comments for Sahara/Durango Improvements (also known as the Lot I plan set):

    a. Edge mill detail comment.
    b. Suggestion to use directional ramps versus angled ramps.
    c. Eliminating proposed signs in some areas.
    d. Crosswalk striping comment.

2. Plan sheet comments for Bonanza/Tonopah Improvements (also know as the Lot II plan set):

    a. Suggestion to use directional ramps versus angled ramps.
    b. Eliminate cat tracks.
    c. Replace proposed sign with another sign.
    d. Crosswalk striping comment.

TP7B – Schedule Impacts

The schedule on TP7A extended beyond the original scoped schedule due to additional design and plans review by NDOT in order to meet ARRA requirements As a result, the project required more project management and sub-consultant management than originally anticipated due to the above.

TP7B – Special provisions

Additional effort will be required to update special provisions due to changes in design to conform to ARRA requirements. Special provisions will also need to be updated for current CLV standards due to additional submittal of plans.

TP7B – Cost Estimates

Additional effort will be required to update the estimate of cost due to changes in design to conform to ARRA requirements. Revisions to design require a review of all pay items that have

changed. Quantity calculations will be revised. All unit costs will be reviewed and updated due to an additional submittal of plans and the extension in time from the previous submittal's analysis of costs.

TP7B – Additional Design Effort

Efforts beyond those originally estimated will be required to coordinate and address comments from NDOT (generated by Jason Tyrrell) that were not anticipated on final design submittal package. These comments were generated due to changes in the project due to stimulus funding. ORA received the NDOT comments on May 14, 2009 from the City. This task includes ORA's effort to address design changes, additional coordination with NDOT, additional ROW issues and TCE changes, additional plan submittals, additional coordination meetings and additional utility coordination. The comments were refined after coordination between the City and NDOT occurred with a resolution send to ORA via email on June 9, 2009. The comments from NDOT can generally be summarized as follows:

1. Plan sheet comments for TP7B:

    a. Suggestion to use directional ramps versus angled ramps.
    b. Eliminating or changing proposed signs in some areas.
    c. Crosswalk striping comments.
    d. Comments on work areas and existing easements.

ORA will apply edits to the approved mylars as necessary and replot mylars with edits as well. All changes, either CAD or manual, will be incorporated to the CAD files regardless for future reference.

All the effort described above is beyond the scope of the original scope of services and any supplements approved prior to this supplement request. All of the work described above has been prosecuted at the verbal, e-mail and written direction of the City staff in order to successfully advance the project.

800.03 Additional Design for Rampart/Hillpointe

The design effort at Rampart/Hillpoint required an effort beyond that originally estimated in the contract for the following reasons:

1. The grading effort at Rampart/Hillpoint was more extensive than originally estimated.
2. Revisions to ORA's suggested limits of pavement removal were subject to City Traffic directives during subsequent reviews. Even a minor change required significant design effort – more than anticipated due to the extents of pavement removal and the project limits.

All the effort described above was beyond the scope of the original scope of services and any supplements approved prior to this supplement request. All of the work described above has been prosecuted at the verbal, e-mail and written direction of the City staff in order to successfully advance the project.

800.04 Additional Design for Buffalo/Gilmore

The design effort at Buffalo/Gilmore required an effort beyond that originally estimated in the contract for the following reasons:

1. The roadway design effort at Buffalo/Gilmore was more extensive than originally estimated. In particular existing utility layout required additional effort. The survey at Buffalo/Gilmore was provided by the City. Utility information needed to be confirmed as it appeared to be spotty in areas. ORA did not anticipate this during original contract negotiations. Plans were submitted to the utility agencies for review and feedback. ORA updated existing utilities following feedback from the agencies. In addition, additional effort was required for ORA to verify existing interconnect conduit at the site. All of this required additional effort outside of our scope to update and confirm utility information on the plans.
2. Survey data at this intersection was provided by the City. The survey was limited and ORA performed two (2) additional site visits to confirm items that would have been in a typical survey request from ORA.

All the effort described above was beyond the scope of the original scope of services and any supplements approved prior to this supplemental request. All of the work described above has been prosecuted at the verbal, e-mail and written direction of the City staff in order to successfully advance the project.

800.05 Additional Design for Bonanza/Tonopah

Efforts beyond those originally estimated will be required to coordinate and address comments from NDOT (generated by Kent Sears) that were not anticipated on the permit package. ORA received the NDOT comments on June 18, 2009 from the City. ORA attended one meeting with NDOT and the City after suggesting it upon review of the comments. This task includes ORA's effort to address design changes (impacts to plans, specs and estimate) and attendance at two (2) additional meetings. The comments were refined after coordination between the City, ORA and NDOT occurred at a meeting on July 22, 2009. The comments from NDOT can generally be summarized as follows:

1. Permit package design comments for Bonanza/Tonopah Improvements (also known as the Lot II plan set):

    a. Revise curb return at east most driveway to discourage eastbound right turning movements into driveway.
    b. Redesign pole location to work with driveway modification above. Update traffic signal design as necessary.
    c. Revise x-walk to work with driveway modification above.
    d. Remove x-walk striping at east most driveway.
    e. Eliminate cat tracks.
    f. Recheck ADA compatibility at pedestrian buttons and in general due to design changes noted above.

ORA documented both meeting minutes with NDOT and provided these summaries to the CLV. ORA has prepared this proposal with the understanding that specific comments from NDOT will be addressed as noted above and as determined at the July 22, 2009 meeting.

ORA will recreate eight sets of plans for this NDOT permit package as an addendum to the original submittal. ORA's effort includes color coding linework and preparing plans to NDOT's requirements. ORA will then submit this addendum to NDOT.

EXHIBIT D - BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PIC	PM	SD	DE	CADD	CLER	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$205.00	$161.15	$108.04	$83.05	$66.65	$61.53			
800	ENGINEERING DESIGN SERVICES									
800.01	Historic Architectural Evaluation and ROW	0	8	6	0	0	12	26	$8,500.00	$11,175.80
800.02	Additional Design Services Required to Conform to ARRA Requirements	10	92	41	144	76	12	375	$0.00	$39,068.40
800.03	Additional Design Rampart/Hillpointe	2	18	40	16	8	0	84	$0.00	$9,494.30
800.04	Additional Design Buffalo/Gilmore	0	8	8	14	8	0	38	$0.00	$3,849.42
800.05	Additional Design Bonanza/Tonopah	2	18	16	26	20	0	82	$0.00	$8,531.64
800	**Subtotal Hours**	**14**	**144**	**111**	**200**	**112**	**24**	**605**		
800	**Subtotal Fee**	**$2,870.00**	**$23,205.60**	**$11,992.44**	**$16,610.00**	**$7,464.80**	**$1,476.72**		**$8,500.00**	**$72,119.56**
	Total Basic Services Hours	**14**	**144**	**111**	**200**	**112**	**24**	**605**		
	Total Basic Services Fee	**$2,870.00**	**$23,205.60**	**$11,992.44**	**$16,610.00**	**$7,464.80**	**$1,476.72**		**$8,500.00**	**$72,119.56**

EXHIBIT E - ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PIC	PM	SD	DE	CADD	CLER	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$205.00	$161.15	$108.04	$83.05	$66.65	$61.53			
	ADDITIONAL SERVICES									
		0	0	0	0	0	0	0	$40,000.00	$40,000.00
900.1	Additional Engineering Design	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services - Hours	0	0	0	0	0	0	0		
	Total Additional Services - Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$40,000.00	$40,000.00

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**	**Block 2** **Description** **Subject Matter of Contract/Agreement**
Name: Orth-Rodgers & Associates, Inc.	**Roadway Design Consulting Services**
Address: 3130 S. Durango Dr., Suite 404, Las Vegas, NV 89117	
Telephone: 702-233-4060	
EIN or DUNS: 23-2077102	**Contract No.**

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.	Robert M. Rodgers Chairman of the Board	230 South Broad Street, 16th Floor Philadelphia, PA 19102	(215) 735-1932
2.	Steven B. Bolt, President	301 Lindenwood Drive, Suite 130 Malvern, PA 19355	(610) 407-9700
3.	Michael Rodgers, CEO	18 Campus Blvd., Suite 210 Newtown Square, PA 19073	(610) 355-1932
4.	Richard T. Romer, Principal	3130 S. Durango Dr., Suite 404 Las Vegas, NV 89117	(702) 233-4060
5.			
6.			
7.			
8.			

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

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

Richard T Romer
Name

9/18/09
Date

Subscribed and sworn to before me this 18th day of September, 2009

Rhonda F Digennaro
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
RHONDA F. DIGENNARO
No: 99-56461-1
My Appointment Expires April 27, 2011

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2009
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: AGREEMENT NO. 07-21676, Engineering Design Services for Traffic Package No. 7

On September 5, 2007 City Council approved Agenda Item No. 26, Agreement No. 07-21676, Engineering Design Services for Traffic Package No. 7 to design traffic signals and worm islands at eight locations within Las Vegas city limits. Design work included new traffic signals, pole easements, median improvements, aerial mapping and surveying. Additionally, the design of each intersection included modifications to existing traffic signals, streetlights, signs and markings, and improvements to curbs, gutters, pavement and drainage facilities as needed.

Amendment No. 1 provides for a historical architectural research study for the intersection of Bonanza Road/Tonopah Drive and Washington/Avenue Comstock Drive due to federal funding requirements related to these two intersections.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of award of Amendment No. 1 to Agreement No. 080127-DC, Engineering Design Services Agreement for Water Pollution Control Facility Effluent Channel to Pipeline located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK & VEATCH ($130,456 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $130,456
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On December 5, 2007 City Council approved Agenda item #30, Agreement No. 080127-DC. Engineering Design Services Agreement for Water Pollution Control Facility (WPCF) to provide services to review and evaluate existing concrete-lined effluent channel capacity. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis
POC: Dana Reel, P.E. - (702) 732-0448

RECOMMENDATION:
That City Council approve Amendment No. 1 to Agreement No. 080127-DC, Engineering Design Services Agreement for Water Pollution Control Facility Effluent Channel to Pipeline to Black & Veatch in the amount of $130,456, bringing the total contract amount to $595,100. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Certificate - Disclosure of Ownership/Principals
2. Amendment No. 1 to Agreement No. 080127-DC
3. Agenda Memo

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	Black & Veatch
Address	4040 S. Eastern Avenue, Suite 330 Las Vegas, NV 89119
Telephone	(702) 732-0448
EIN or DUNS	44-0605785

Block 2	**Description**
Subject Matter of Contract/Agreement:	Engineering Design & Construction Phase Services for Water Pollution Control Facility Effluent Channel to Pipeline Project
RFP #:	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☐	Limited Liability Company	✖	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached Principals Listing		
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: 3

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: Black & Veatch Principals Listing

Date of Attached Document: 09/08/2009 Number of Pages: 3

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.

Dana V. Reed
Name

9-14-09
Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 14 day of September, 2009.

R Thomas
Notary Public

R. THOMAS
NOTARY PUBLIC
STATE OF NEVADA
MY COMMISSION EXPIRES: 9-29-2012
COMMISSION NO: 04-91904-1

Black & Veatch Corporation

No individual owns any % of company. Black & Veatch Corporation is wholly owned by "Black & Veatch Holding Company", an ESOP.

Name	Title	Work Address
B.A. Ainsworth	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.G. Argo	Senior Vice President	2850 Camelback Rd. Phoenix, AZ 85016
S.D. Canney	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
H.W. Cheong	Senior Vice President	15/F Capital Twr Beigin, No. 6 Jia, Beijing, P.R.C. 100022
A.E. Collins	Senior Vice President	69 London Road Redhill, Surrey UK RH1 1LQ
K.L. Daniel	President & Chief Financial Officer	11401 Lamar Ave. Overland Park, KS 66211
R.T. Eberts, III	Senior Vice President	800 Wilshire Blvd., Ste. 600 Los Angeles, CA 90017
S.L. Edwards	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.A. Elzey	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004
K.B. Erington	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
S. Gaufin	President & Chief Human Resources Officer	11401 Lamar Ave. Overland Park, KS 66211
T.L. Griffiths	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.M. Gustke	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
R.J. Heenan	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004
C.G. Hill	Senior Vice President	1660 Highway 100 South, Suite St. Louis Park, MN 55416
J.W. Hipps	Senior Vice President & Managing Director	8400 Ward Pkwy Kansas City, MO 64114
D.B. Hunt	Senior Vice President	101 N. Wacker Drive, Ste. 100 Chicago, IL 60606
T.L. Johnson	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
D.E. Kerns	Executive Vice President & Treasurer	11401 Lamar Ave. Overland Park, KS 66211
R.D. Kuchenrither	Senior Vice President	8400 Ward Pkwy

Kansas City, MO 64114

Name	Title	Work Address
H.L. Kupfer	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.A. Lampitt	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.R. Lewis	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
P.D. Loftspring	Senior Vice President & Asst. Secretary	11401 Lamar Overland Park, KS 66211
J.R. Lusby	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.R. Mahaffay	Senior Vice President	2850 E. Camelback Rd., Ste. 200 Phoenix, AZ 85016
K.I. Mastalio	President - Strategic Sales & Marketing	11401 Lamar Ave. Overland Park, KS 66211
D.W. McCarthy	President & CEO - B&V Water	8400 Ward Pkwy Kansas City, MO 64114
D.C. Mendelsohn	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
G.D. Morrow	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.L. Mundy	Senior Vice President	6300 South Syracuse Way, Ste. Centennial, CO 80111
O.H. Oskvig	President & CEO - B&V Energy	11401 Lamar Ave. Overland Park, KS 66211
R.J. Ott	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.A. Perry	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
A.V. Petkash	Senior Vice President	4890 W. Kennedy Blvd., Ste. 700 Tampa, FL 33609
J.K. Plubell	Senior Vice President	125 Water Street, Ste. 2 Naperville, IL 60540
K.D. Pollins	Senior Vice President	3550 Green Court Ann Arbor, MI 48105
K.P. Pronske	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
T.P. Reorda	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
L.C. Rodman	President & CEO	11401 Lamar Ave. Overland Park, KS 66211
R.J. Rudden	Senior Vice President	898 Veterans Memorial Highway Hauppauge, NY 11788

Name	Title	Work Address
S.E. Rus	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
L.J. Seibolt	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
A.B. Seymour	Senior Vice President	Suite 500 W. 601 Walnut Street Philadelphia, PA 19106
H.E. Smith	President - Construction & Procurement	11401 Lamar Ave. Overland Park, KS 66211
R.E. Smith	President - Enterprise Management Solutions	11401 Lamar Ave. Overland Park, KS 66211
D.R. Stevens	Senior Vice President	8400 Ward Parkway Kansas City, MO 64114
D.R. Still	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.G. Travers	President - Telecommunications	11401 Lamar Ave. Overland Park, KS 66211
T.W. Triplett	Director, Executive Vice President & Secretary	11401 Lamar Overland Park, KS 66211
W.R. Van Dyke	President - Federal Services	1300 N. 17th St. Arlington, VA 22209
P.B. Vaughan	Senior Vice President & Chief Information Officer	11401 Lamar Ave. Overland Park, KS 66211
J.G. Voeller, III	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
E.J. Walsh	Executive Vice President	11000 Regency Pkwy. Cary, NC 27511
J.A. Wilson	Executive Vice President	8400 Ward Pkwy Kansas City, MO 64114
H.G. Withey	President & Chief Administrative Officer	11401 Lamar Ave. Overland Park, KS 66211
S.E. Wood	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
K.P. Woodward	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211

AMENDMENT NO 1
TO
ENGINEERING DESIGN SERVICES AGREEMENT
FOR
WPCF EFFLUENT CHANNEL TO PIPELINE

THIS AMENDMENT NO 1 is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Black & Veatch Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated 5 December 2007, (herein the "Agreement"), retaining the services of the Consultant for WPCF Effluent Channel to Pipeline Design and Limited Construction Management Services more fully described therein in connection with the improvements to be constructed at 6005 East Vegas Valley Drive.

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional Construction Management Services.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. ***Article 7.02 Basic Services (Lump Sum by Task.)*** Exhibit "D" Cost Derivative and Hourly Fee Schedule is hereby amended to increase the total compensation of the entire Agreement referenced herein by $80,456, from $424,644 to $505,100.
2. ***Article 7.02 Compensation: Additional Services.*** Compensation for Additional Services is hereby amended by $50,000, from $40,000 to $90,000.
3. ***Exhibit "B" Additional Services.*** Exhibit "B" is hereby amended to include the following additional Services:
    - Provide startup and commissioning services for the Effluent Pipeline including the chemical feed system, effluent sampling, and flow measurement system.
    - Provide a post construction survey for verification of as-built plans and Engineer's punch list.

4. ***Exhibit "D" Cost Derivative and Hourly Fee Schedule.*** A new Exhibit "D" is hereby attached to the Agreement.
5. ***Exhibit "G" Disclosure of Principals.*** A new Exhibit "G" is hereby attached to the Agreement.
6. All other provisions of the Agreement remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No 1 to be executed the day and year first above written.

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

Black & Veatch Corporation

By: _____
Dana V. Reel, P.E.
Vice President
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, CMC Date
City Clerk

APPROVED AS TO FORM:

_____ 10/9/09
Deputy City Attorney Date

AMENDMENT NO. 1
EXHIBIT D
COST DERIVATIVE AND HOURLY FEE SCHEDULE
City of Las Vegas
Water Pollution Control Facility
EFFLUENT CHANNEL TO PIPELINE PROJECT
ADDITIONAL CONSTRUCTION PHASE SERVICES

Phase and Task	Project Manager	Engineering Manager	Civil Engineer	Structural Engineer	Civil/Struct. CAD	I&C and Electrical Engr.	QA/QC	Admin	Labor Summary		Expense Summary	TOTAL
	$ 170.0	$ 140.0	$ 108.0	$ 111.0	$ 102.0	$ 120.0	$ 180.0	$ 66.0	Hours	Cost	Cost	
PHASE 500 - Construction Phase Services												
501 Constr Activities and Project Management	40							40	80	$ 9,440	$ 320	$ 9,760
503 Submittal Review												
Additional submittal review to accommodate design enhancements -- chemical feed and sampling pumps, piping, sunshade, electrical, I&C.	30		200	24		40		68	362	$ 38,652	$ 1,448	$ 40,100
504 RFI's and Document Interpretation												
Additional RFI support to accommodate design enhancements -- chemical feed and sampling pumps, piping, sunshade, electrical, I&C.	30		180					20	230	$ 25,860	$ 920	$ 26,780
505 Record Drawings												
Additional Record Drawing preparation					36				36	$ 3,672	$ 144	$ 3,816
TOTAL LABOR HOURS	100	0	380	24	36	40	0	128	708	$ 77,624	$ 2,832	$ 80,456
TOTAL LABOR COST	$ 17,000	$ -	$ 41,040	$ 2,664	$ 3,672	$ 4,800	$ -	$ 8,448				
TOTAL AMENDMENT NO. 1 BUDGET										$ 77,624	$ 2,832	**$ 80,456**

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	Black & Veatch
Address	4040 S. Eastern Avenue, Suite 330 Las Vegas, NV 89119
Telephone	(702) 732-0448
EIN or DUNS	44-0605785

Block 2	**Description**
Subject Matter of Contract/Agreement:	Engineering Design & Construction Phase Services for Water Pollution Control Facility Effluent Channel to Pipeline Project
RFP #:	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☐	Limited Liability Company	✖	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached Principals Listing		
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: 3

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: Black & Veatch Principals Listing

Date of Attached Document: 09/08/2009 Number of Pages: 3

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.

Dana V. Reed
Name

9-14-09
Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 14 day of September, 2009.

R. Thomas
Notary Public

R. THOMAS
NOTARY PUBLIC
STATE OF NEVADA
MY COMMISSION EXPIRES: 9-29-2012
COMMISSION NO: 04-91904-1

Black & Veatch Corporation

No individual owns any % of company. Black & Veatch Corporation is wholly owned by "Black & Veatch Holding Company", an ESOP.

Name	Title	Work Address
B.A. Ainsworth	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.G. Argo	Senior Vice President	2850 Camelback Rd. Phoenix, AZ 85016
S.D. Canney	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
H.W. Cheong	Senior Vice President	15/F Capital Twr Beigin, No. 6 Jia, Beijing, P.R.C. 100022
A.E. Collins	Senior Vice President	69 London Road Redhill, Surrey UK RH1 1LQ
K.L. Daniel	President & Chief Financial Officer	11401 Lamar Ave. Overland Park, KS 66211
R.T. Eberts, III	Senior Vice President	800 Wilshire Blvd., Ste. 600 Los Angeles, CA 90017
S.L. Edwards	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.A. Elzey	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004
K.B. Erington	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
S. Gaufin	President & Chief Human Resources Officer	11401 Lamar Ave. Overland Park, KS 66211
T.L. Griffiths	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.M. Gustke	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
R.J. Heenan	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004
C.G. Hill	Senior Vice President	1660 Highway 100 South, Suite St. Louis Park, MN 55416
J.W. Hipps	Senior Vice President & Managing Director	8400 Ward Pkwy Kansas City, MO 64114
D.B. Hunt	Senior Vice President	101 N. Wacker Drive, Ste. 100 Chicago, IL 60606
T.L. Johnson	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
D.E. Kerns	Executive Vice President & Treasurer	11401 Lamar Ave. Overland Park, KS 66211
R.D. Kuchenrither	Senior Vice President	8400 Ward Pkwy

Kansas City, MO 64114

Name	Title	Work Address
H.L. Kupfer	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.A. Lampitt	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.R. Lewis	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
P.D. Loftspring	Senior Vice President & Asst. Secretary	11401 Lamar Overland Park, KS 66211
J.R. Lusby	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.R. Mahaffay	Senior Vice President	2850 E. Camelback Rd., Ste. 200 Phoenix, AZ 85016
K.I. Mastalio	President - Strategic Sales & Marketing	11401 Lamar Ave. Overland Park, KS 66211
D.W. McCarthy	President & CEO - B&V Water	8400 Ward Pkwy Kansas City, MO 64114
D.C. Mendelsohn	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
G.D. Morrow	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.L. Mundy	Senior Vice President	6300 South Syracuse Way, Ste. Centennial, CO 80111
O.H. Oskvig	President & CEO - B&V Energy	11401 Lamar Ave. Overland Park, KS 66211
R.J. Ott	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.A. Perry	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
A.V. Petkash	Senior Vice President	4890 W. Kennedy Blvd., Ste. 700 Tampa, FL 33609
J.K. Plubell	Senior Vice President	125 Water Street, Ste. 2 Naperville, IL 60540
K.D. Pollins	Senior Vice President	3550 Green Court Ann Arbor, MI 48105
K.P. Pronske	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
T.P. Reorda	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
L.C. Rodman	President & CEO	11401 Lamar Ave. Overland Park, KS 66211
R.J. Rudden	Senior Vice President	898 Veterans Memorial Highway Hauppauge, NY 11788

Name	Title	Work Address
S.E. Rus	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
L.J. Seibolt	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
A.B. Seymour	Senior Vice President	Suite 500 W. 601 Walnut Street Philadelphia, PA 19106
H.E. Smith	President - Construction & Procurement	11401 Lamar Ave. Overland Park, KS 66211
R.E. Smith	President - Enterprise Management Solutions	11401 Lamar Ave. Overland Park, KS 66211
D.R. Stevens	Senior Vice President	8400 Ward Parkway Kansas City, MO 64114
D.R. Still	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.G. Travers	President - Telecommunications	11401 Lamar Ave. Overland Park, KS 66211
T.W. Triplett	Director, Executive Vice President & Secretary	11401 Lamar Overland Park, KS 66211
W.R. Van Dyke	President - Federal Services	1300 N. 17th St. Arlington, VA 22209
P.B. Vaughan	Senior Vice President & Chief Information Officer	11401 Lamar Ave. Overland Park, KS 66211
J.G. Voeller, III	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
E.J. Walsh	Executive Vice President	11000 Regency Pkwy. Cary, NC 27511
J.A. Wilson	Executive Vice President	8400 Ward Pkwy Kansas City, MO 64114
H.G. Withey	President & Chief Administrative Officer	11401 Lamar Ave. Overland Park, KS 66211
S.E. Wood	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
K.P. Woodward	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2009
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: AMENDMENT 1 TO AGREEMENT NO. 080127-DC, Engineering Design Services for Water Pollution Control Facility Effluent Channel to Pipeline

---

On December 5, 2007 City Council approved the award of Agreement No. 080127-DC in the amount of $464,644 to provide engineering design services to review and evaluate existing concrete-lined effluent channel capacity.

This amendment is being issued to expand upon the construction management requirements during the construction phase of the project. The additional requirements provide startup and commissioning services for the chemical feed system, effluent sampling, and the flow measurement system and a post-construction survey for verification of as-built plans and the Engineer's punch list.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of award of Bid No. 09.53541.03-LED, WPCF Dewatering Wells Project located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CONSTRUCTION SERVICES UNLIMITED, INC. ($1,565,300.01 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,565,300.01
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project location is the Water Pollution Control Facility and work consists of the abandonment of six existing dewatering wells, removal and disposal of pumps, associated piping and local control panels, modification of two existing wells from dewatering wells into monitoring wells and other related work as outlined in the specifications.

PCC: L.E. Davis
POC: Mike Froelich - (702) 568-5423

RECOMMENDATION:
That City Council approve award of Bid No. 09.53541.03-LED, WPCF Dewatering Wells Project to Construction Services Unlimited, Inc. in the amount of $1,565,300.01 and approve the construction conflicts and contingency reserve of $156,530. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

ITEM NO.	DESCRIPTION	U O M	QTY	Construction Services Unlimited, Inc.		Becho Incorporated		JNJ Engineering Construction, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
6	**Electrical and Instrumentation** Cost of work to provide all labor, equipment, and materials for all electrical, instrumentation, control system testing and acceptance, well pump constant rate testing for nine dewatering wells and two monitoring wells.	LS	1	$350,000.00	$350,000.00		$420,000.00	$512,000.00	$512,000.00
7	**Abandon Rejected Well** Cost of work to provide all labor, equipment, materials, and services for abandonment of rejected well and removal of well casing.	EA	1	$8,735.00	$8,735.00		$3,000.00	$26,500.00	$26,500.00
8	**Additional Dewatering Well** Cost of work to provide all labor, equipment, and materials for additional dewatering wells including borehole construction, well casing and screen installation, gravel filter pack, cement grout, well development, test pumping, performance testing and miscellaneous appurtenances.	EA	1	$55,200.00	$55,200.00		$65,000.00	$65,600.00	$65,600.00
9	**Additional Borehole** Cost of work to provide all labor, equipment and materials for borehole construction exceeding the length specified for each dewatering well.	LF	50	$248.00	$12,400.00		$40,000.00	$265.00	$13,250.00
10	**Additional Well Casing** Cost of work to provide all labor, equipment, and materials for well casing construction exceeding the length specified for each dewatering well.	LF	50	$248.00	$12,400.00		$15,000.00	$275.00	$13,750.00
	Total Base Bid Amount				**$1,565,300.01**		$1,703,000.00		$1,777,100.00
					Corrected Total				
	Engineer's Estimate: $2,000,000.00								
	Responsive Bidder				yes				
	Responsible Bidder				yes				

TO: David Mendenhall

Please review and approve recommended award to

Construction Services Unlimited Inc. in the amount of $ 1,565,300.01

Purchasing & Contracts Representative — Date 10/21/09

Using Department Authorized Rep Signature — Date 10/21/09

Comments:

Bid Abstract

09.53541.03-LED
WPCF Dewatering Wells Project

ITEM NO.	DESCRIPTION	U O M	QTY	Construction Services Unlimited, Inc.		Becho Incorporated		JNJ Engineering Construction, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	**Mobilization and Demobilization**	LS	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
2	**Disinfect and Abandon Existing Dewatering Wells, MW-1, -2, 4, -5, -7, and MW-8** Cost of work to provide all labor, equipment, materials, and services for disinfection of existing wells, removal of each well casing, and removal pumping equipment, piping, conduit and power supply at MW-1, -2, -4, -6, and MW-8.	LS	1	$68,990.00	$68,990.00		$60,000.00	$75,000.00	$75,000.00
3	**Disinfect and Install Level Monitoring Equipment in Existing Wells MW-3 and MW-6** Cost of work to provide all labor, equipment, materials, and services for well disinfection, removal of pumping equipment, piping, conduit, and power supply at MW-6, and installation of instrument air piping, barrier rail, and level control equipment at MW-3 and MW-6.	LS	1	$32,400.00	$32,400.00		$20,000.00	$32,000.00	$32,000.00
4	**Dewatering Wells PW-1 through PW-9** Cost of work to provide all labor, equipment, and materials for dewatering wells PW-1 through PW-9 including borehole construction, well casing and screen installation, gravel filter pack, cement grout, well development, test pumping, performance testing, and miscellaneous appurtenances.	EA	9	**$69,088.89**	**$621,800.01**		$680,000.00	$73,000.00	$657,000.00
5	**Well Pump, Piping and Appurtenances** Cost of work to provide all labor, equipment, and materials for dewatering well pumps, well discharge pipeline, valves, flow meters, pipe supports, concrete pads, barrier rail, trenching and pavement replacement, performance testing and appurtenances for nine dewatering wells.	LS	1	$303,375.00	$303,375.00		$300,000.00	$282,000.00	$282,000.00

ITEM NO.	DESCRIPTION	U O M	QTY	Drill-tec		TerraFirms Earth Technologies, Ltd.		Richardson Construction, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	**Mobilization and Demobilization**	LS	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
2	**Disinfect and Abandon Existing Dewatering Wells, MW-1, -2, 4, -5, -7, and MW-8** Cost of work to provide all labor, equipment, materials, and services for disinfection of existing wells, removal of each well casing, and removal pumping equipment, piping, conduit and power supply at MW-1, -2, -4, -6, and MW-8.	LS	1	$298,996.87	$298,996.87	$108,666.00	$108,666.00		$119,420.00
3	**Disinfect and Install Level Monitoring Equipment in Existing Wells MW-3 and MW-6** Cost of work to provide all labor, equipment, materials, and services for well disinfection, removal of pumping equipment, piping, conduit, and power supply at MW-6, and installation of instrument air piping, barrier rail, and level control equipment at MW-3 and MW-6.	LS	1	$50,000.00	$50,000.00	$80,499.00	$80,499.00		$34,560.00
4	**Dewatering Wells PW-1 through PW-9** Cost of work to provide all labor, equipment, and materials for dewatering wells PW-1 through PW-9 including borehole construction, well casing and screen installation, gravel filter pack, cement grout, well development, test pumping, performance testing, and miscellaneous appurtenances.	EA	9	$62,744.55	$564,700.95	$78,783.00	$709,047.00		$615,600.00
5	**Well Pump, Piping and Appurtenances** Cost of work to provide all labor, equipment, and materials for dewatering well pumps, well discharge pipeline, valves, flow meters, pipe supports, concrete pads, barrier rail, trenching and pavement replacement, performance testing and appurtenances for nine dewatering wells.	LS	1	$720,218.39	$720,218.39	$423,519.00	$423,519.00		$298,080.00

ITEM NO.	DESCRIPTION	U O M	QTY	Drill-tec		TerraFirms Earth Technologies, Ltd.		Richardson Construction, inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
6	**Electrical and Instrumentation** Cost of work to provide all labor, equipment, and materials for all electrical, instrumentation, control system testing and acceptance, well pump constant rate testing for nine dewatering wells and two monitoring wells.	LS	1	$290,000.00	$290,000.00	$644,591.00	$644,591.00		$380,743.20
7	**Abandon Rejected Well** Cost of work to provide all labor, equipment, materials, and services for abandonment of rejected well and removal of well casing.	EA	1	$33,221.87	$33,221.87	$10,378.00	$10,378.00		
8	**Additional Dewatering Well** Cost of work to provide all labor, equipment, and materials for additional dewatering wells including borehole construction, well casing and screen installation, gravel filter pack, cement grout, well development, test pumping, performance testing and miscellaneous appurtenances.	EA	1	$58,096.87	$58,096.87	$58,162.00	$58,162.00		
9	**Additional Borehole** Cost of work to provide all labor, equipment and materials for borehole construction exceeding the length specified for each dewatering well.	LF	50	$213.00	$10,650.00	$450.00	$22,500.00		
10	**Additional Well Casing** Cost of work to provide all labor, equipment, and materials for well casing construction exceeding the length specified for each dewatering well.	LF	50	$316.35	$15,817.50	$280.00	$14,000.00		
	Total Base Bid Amount				$2,141,702.45		$2,171,362.00		
	Engineer's Estimate: $2,000,000.00								
	Responsive Bidder								
	Responsible Bidder								
	Comments:								

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of Agreement No. 100100-TF, Prime Design Services Agreement for Las Vegas Creek Lateral - Langtry Channel located from Washington Avenue to Bonanza Road between Decatur Boulevard and Valley View Boulevard - Department of Public Works - Award recommended to: VTN NEVADA ($351,400 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $351,400
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The consultant is to prepare the final design for the Langtry Channel to repair major cracks within the channel. Funding for this project is being provided by the Regional Flood Control District. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Jeff Griest - (702) 247-4020

RECOMMENDATION:
That City Council approve the award of Agreement No. 100100-TF, Prime Design Services Agreement for Las Vegas Creek Lateral - Langtry Channel to VTN Nevada in the amount of $351,400. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006

BACKUP DOCUMENTATION:
1. Agreement No. 100100-TF, Prime Design Services Agreement
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
LAS VEGAS CREEK LATERAL – LANGTRY CHANNEL

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-3232**, and **VTN Nevada**, (the "Consultant"), a **Corporation**, whose address is **2727 South Rainbow Blvd, Las Vegas, NV 89146**, and fax number is **702-247-4262**.

WITNESSETH:

WHEREAS, the City intends to construct the Las Vegas Creek Lateral – Langtry Channel (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of

action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and

(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for

publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Workmen's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Comprehensive General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

D. ***Cancellation or Modification of Coverage.*** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Comprehensive General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its officers, employees and agents (herein the "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligent errors, omissions, recklessness, intentional misconduct of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant fails to do so, the Indemnitees shall have the right, but not the obligation, to defend the same and charge the direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant which is proportionate to the liability of the Consultant.

If the professional liability insurer of the Consultant does not so defend the Indemnitees and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is proportionate to the liability of the Consultant. As used in this Section, "agents" means those persons who are directly involved in and acting on behalf of the City in furtherance of this Agreement or the public work to which this Agreement pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public

announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the Contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

10.24 ***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.

10.25 ***Agreement Version.*** This document incorporates the standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, CMC, City Clerk Date

CONSULTANT

By_____
Ken Gilbreth, P.E., VTN Nevada

APPROVED AS TO FORM

John S. Ridilla 10/19/09
Deputy City Attorney Date

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The scope of services to be provided under the terms of this agreement between the City of Las Vegas and VTN Nevada is to prepare the final design for the Langtry Channel. The Langtry Channel is described in the 2008 Master Plan Update (MPU) as the Las Vegas Creek Lateral Facility Number LCLT 0006 through LCLT 0034. The Final Alternatives Report for Langtry Channel Alternatives Analysis Alternative 1A-2 is selected for final design.

The existing channel is currently undersized for existing and future flows. In addition, the existing channel has major cracks within the channel bottom, is experiencing groundwater seepage and has limited access for maintenance. The design of The Final Alternatives Report for Langtry Channel Alternatives Analysis Alternative 1A-2 will have to consider complex construction constraints. Adjacent property owners' swimming pools add to the concern of structural failure if the existing channel is disturbed.

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: TBD

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default.

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada

- Freeway and Arterial System of Transportation (FAST) standards

The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

100.5 Changes to Scope of Services

100.5.1 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.2 The City Engineer or their authorized representative may at any time, only be written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 Responsibilities of the Consultant

100.6.1 The Consultant shall provide a set of Plans and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructable, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

100.6.2 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all subconsultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

100.6.3 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

100.6.4 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.5 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.6 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.7 The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.8 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the

City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

100.6.9 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contract documents prepared for bidding for the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Agreement.

100.6.10 The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

100.6.11 Plan and Special Provision Production and Submission

100.6.11.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 2004 or newer release in accordance with industry accepted standards. Specifications shall be prepared in City standard format using the software program Microsoft Word 2000 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

100.6.11.2 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets (with 22" x 34" border) and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). **Plans that do not meet these requirements will not be accepted.**

100.6.11.3 Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. **Special Provisions that do not meet these requirements will not be accepted.**

100.6.11.4 Within five business days of the hard copy design submittal, for each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM or a DVD disk that can be read by any industry standard hardware. **If electronic files are not submitted within five business days of the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.11.5 Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.6.12 Cost Estimates

100.6.12.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in City standard format using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.13 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Oder Tracking Form indicating the reason for the change order based on information available to the committee at that time. If the change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this agreement to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the change order), advance notice to the consultant is not always possible or practical. And, in fact, potential change order work, including force account work, is sometimes allowed to proceed prior to any change order being drafted or reason code applied by City.

100.6.14 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this agreement.

100.6.14.1 Article 200 – Preliminary and General Items

100.6.14.2 Article 300 – 70% Design Phase

100.6.14.3 Article 400 – 90% Design Phase

100.6.14.4 Article 500 – 100% Design Phase

100.6.14.5 Article 600 – Bid Phase

100.6.14.6 Article 700 – Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

100.7.1.1 Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the

services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

100.7.1.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.7.1.3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

100.7.1.4 Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

100.7.2 The City's Review Process

100.7.2.1 Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.7.2.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents presented by Consultant fully comply with the requirements. After the City Representative determines that the documents comply with such requirements, the City shall begin a review of the documents.

100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 200: PRELIMINARY AND GENERAL ITEMS

200.1 Project Management

200.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

200.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

200.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings outlined in Section 200.2.3 and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

200.2 Kick-Off Meeting and Design Progress Meetings

200.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

200.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

200.2.3 Consultant shall attend approximately 8 progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments.

200.2.4 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

200.3 Utility and Agency Coordination

200.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform utility potholes, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

- Clark County Regional Flood Control District ("CCRFCD")
- Clark County Department of Public Works
- City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development
- Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
- Freeway and Arterial System of Transportation ("FAST")
- Utility providers, including but not limited to, NV Energy, Embarq, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable
- Nevada Department of Transportation ("NDOT") and

- Other local and state agencies as required

200.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City

200.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

200.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

200.3.2.3 Nothing in this section shall be construed as preventing this Exhibit A from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit D when warranted.

200.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

200.3.4 The Consultant shall submit design plans for review from the various utility companies for the 70%, 90%, Pre-Final and Final submittals.

200.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final Mylar prints prior to submitting to the City of Las Vegas.

200.3.6 Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

200.3.7 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

200.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

200.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (70%, 90% and 100%); and final Mylar's with impacted utilities approval signatures.

200.4 Survey

200.4.1 Control Survey. Control surveys for the project will include aerial panels and establishing a ground coordinate system. The control survey will be tied to the City's established horizontal and vertical control network. Existing monuments within the project limits will be tied into this control network. Consultant will establish control information found in the field and record information.

200.4.2 Design Survey. Specifically these tasks shall include, but are not limited to, the following:

- Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings
- Establish both horizontal and vertical control for the Project including preparation of a horizontal control drawing sealed by a Nevada Professional Land Surveyor to identify, as a minimum, horizontal and vertical control points, Project alignment centerline indicating bearings, distances and control point coordinates

- Establish Project coordinate system
- All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)
- Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data along the storm drain facility alignment, including but not limited to existing edge of pavement, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs. In areas where it is anticipated that storm drain construction will require full street reconstruction, obtain field survey shots at 50-foot intervals along the top of curbs and street centerline, plus shots at edges of driveways, transitions, and curb returns. Field survey shall extend a minimum of 100 feet for minor street intersections and 150 feet for major street intersections beyond curb returns of adjacent street
- The Consultant will coordinate any required private property access with the City's Representative

200.5 Right-of-Way

200.5.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

200.6 Records Review, Information Research and Analysis of Data

200.6.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

200.6.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

200.6.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

200.7 Utility Potholing

200.7.1 Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of 10 potholes are anticipated to be performed for this Project. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.

200.7.2 For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

200.7.3 Consultant shall provide full-time inspection during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

200.8 Geotechnical Investigation - The Consultant shall update the Preliminary Geotechnical Evaluation for Langtry Channel – Washington to Bonanza Road as detailed below, the draft of the report update will be included in the 70% Submittal.

200.8.1 The Preliminary Geotechnical Evaluation for Langtry Channel – Washington to Bonanza Road is the geotechnical investigation report originally prepared for the Alternatives Analysis Report including the initial report, attachments, and appendices. This report includes the initial boring logs, tests, interpretations and recommendations for the Project.

200.8.2 The Consultant shall prepare a written update report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding structural bearing capacity, earthwork and backfill requirements.

200.8.3 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation

200.8.4 Deliverables: The Consultant shall provide three (3) bound copies of each of the updates to the Preliminary Geotechnical Evaluation for Langtry Channel, Washington to Bonanza Road Report to the City's Representative with the 70% Design Submittal.

ARTICLE 300: 70% DESIGN PHASE

300.1 70% Design Phase Submittal

300.1.1 70% Design Phase Plans, Construction Cost Estimate and Special Provisions

300.1.1.1 70% Design Phase Plans – This submittal will include further refinement of the Final Alternatives Analysis Submittal Alternative 1A-2. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Construction Details
- Storm Drain Plan and Profiles (including lateral plan and profiles)
- Storm Drain Details
- Utility Plans
- Structural Drawings
- Special Details as required for the Project

300.1.1.2 70% Design Phase Construction Cost Estimate – a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

- RFCD
- CLV Sanitation
- LVVWD (and/or other utilities as applicable)
- CLV General Fund
- CLV Nominal Drainage
- NDOT (Stewardship, STP, Safety-LU, etc.)

300.1.1.3 70% Design Phase Special Provisions – the the Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

300.1.1.4 Deliverables: Submit five (5) bound copies and one (1) unbound copy of the half scale plans (11″ x 17″) and two (2) bound copies and one (1) unbound copy of the full size plans (24″ x 36″) to the City: Submit two (2) bound copies of the half scale plans, to CCRFCD. Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, PDF format will not be accepted); Submit, two (2) copies of the 70% cost estimate to CCRFCD. Submit three (3) copies of the bound Special Provisions to the City and electronic format (word document; PDF format will not be acceptable); Submit two (2) copies of the bound Special Provisions to CCRFCD.

300.1.2 Documentation of the hydraulic analyses will be compiled and submitted in a Draft Final Design Report. This report will also include any information, calculations or models.

300.1.2.1 Deliverables: Submit four (4) copies of the Draft Final Design Report to the City, Submit two (2) copies of the Draft Final Design Report to CCRFCD.

ARTICLE 400: 90% DESIGN PHASE

400.1 90% Design Phase Submittal

400.1.1 Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a stand alone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the Draft Final Design Report and all associated revisions made as applicable.

400.1.1.1 Deliverables: Submit four (4) copies of the Final Design Report to the City, Submit two (2) copies of the Final Design Report to CCRFCD.

400.1.2 90% Design Phase Plans, Construction Cost Estimate and Special Provisions

400.1.2.1 90% Design Phase Plans - This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

400.1.2.2 90% Design Phase Construction Cost Estimate – a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

- RFCD
- CLV Sanitation
- LVVWD (and/or other utilities as applicable)
- CLV General Fund
- CLV Nominal Drainage
- NDOT (Stewardship, STP, Safety-LU, etc.)

400.1.2.3 90% Design Phase Special Provisions – the Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

400.1.2.4 Deliverables: Submit five (5) bound copies and one (1) unbound copy of the half scale plans (11″ x 17″) and three (3) copies of full size plans (24″ x 36″) to the City: Submit two (2) bound copies of the half scale plans, to CCRFCD; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, PDF format will not be accepted); Submit, two (2) copies of the 90% cost estimate to CCRFCD. Submit three (3) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to CCRFCD.

400.1.3 90% Walk Through - At the direction of the City, Consultant shall schedule a walk through of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

400.1.4 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

ARTICLE 500: 100% DESIGN PHASE

500.1 100% Design Phase Submittal

500.1.1 The 100% submittal shall include all the elements of Article 400, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of three steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City and CCRFCD; (2) a **Pre-Mylar (bond) submittal** to City incorporating comments on 100% pre-final submittal; and (3) the Consultant will incorporate all comments on the Pre-Mylar (bond) submittal into the **100% final (Mylar) submittal**. Plan set Mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

500.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit five (5) bound copies and one (1) unbound copy of the half scale plans, two (2) bound copies and one (1) unbound copy of the full size plans, three (3) copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit two (2) copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to CCRFCD. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

500.1.1.2 Deliverables for the Pre-Mylar (Bond) Submittal: Submit one (1) unbound copy of the half scale plans, one unbound copy of the full size plans, one copy of the bound Special Provisions and 100% Pre-Mylar Cost Estimate by funding source to the City. Submit one copy of the half scale plans to CCRFCD.

500.1.1.3 Deliverables for the 100% Final (Mylar) Submittal: One (1) set of 24″ X 36″ mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One (1) set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One (1) copy of the Final Cost Estimate in the City's Bid Schedule Format and electronic copy (excel spreadsheet; PDF format will not be accepted); Submit two (2) copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate by funding source and two (2) copies of final structural calculations to CCRFCD. One (1) copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format and PDF format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 600: BID PHASE

600.1 Pre-Bid Conference

600.1.1 The Consultant shall attend the pre-bid conference

600.2 Bid Requests and Responses

600.2.1 Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

600.3 Bid Opening

600.3.1 The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

600.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

ARTICLE 700: CONSTRUCTION PHASE

700.1 Pre-Construction Meeting

700.1.1 The Consultant shall attend the pre-construction meeting.

700.2 Submittal Review

700.2.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; Attend construction progress meetings, as necessary; respond to Contractor's Request for Information (RFI); assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample products, etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation.

700.3 Construction Support Services

700.3.1 The Consultant shall provide the following support services during the construction phase of the project:

- Project Site Visits
- Review of Submittals/Shop Drawings
- Response to RFIs
- Additional Design as needed
- Additional Surveying as needed

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 100: GENERAL

100.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will no be accepted unless specifically requested by the City.

100.2 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

1.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "C-1".

1.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 2: PERFORMANCE SCHEDULE

2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
70% DESIGN PHASE	90	
90% DESIGN PHASE	60	
PRE-FINAL DESIGN PHASE	60	
100% DESIGN PHASE	30	
BID PHASE	60	
CONSTRUCTION PHASE	270	
POST CONSTRUCTION PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**600**	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 4: CONSTRUCTION SCHEDULE CHANGES

4.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

4.1.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: COMPENSATION AND TERMS OF PAYMENT

1.1 *General.* At the time of approval of this Agreement by the City Council, the City agrees to set aside Three Hundred Fifty-One Thousand, Four Hundred dollars ($351,400.00) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

1.2 *Compensation: Basic Services (Lump Sum by Task).* The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed Two Hundred Seventy-Six Thousand, Four Hundred dollars ($276,400.00) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D".

1.3 *Compensation: Additional Services.* For the additional services set forth in Exhibit "E," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "E" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Seventy-Five Thousand dollars ($75,000.00) without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Manager	Team Leader	Staff Designer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$170	$145	$120	$110	$150	$210	$70			
200	PRELIMINARY AND GENERAL ITEMS										
200.1	Project Management	16	16	0	0	0	0	40	72	$0.00	$7,840.00
200.2	Kick-Off Meeting and Progress Meetings	16	20	20	0	0	0	30	86	$1,000.00	$11,120.00
200.3	Utility and Agency Coordination	0	8	16	30	0	0	50	104	$1,000.00	$10,880.00
200.4	Survey	0	0	0	20	12	40	0	72	$0.00	$12,400.00
200.5	Right-of-Way	0	0	0	30	12	0	0	42	$0.00	$5,100.00
200.6	Records Review, Information Research & Data Analysis	0	0	12	15	15	0	0	42	$0.00	$5,340.00
200.7	Utility Potholing	0	0	12	12	0	8	8	40	$10,000.00	$15,000.00
200.8	Geotechnical Investigation	0	8	0	4	0	0	0	12	$8,400.00	$10,000.00
200	**Subtotal Hours**	**32**	**52**	**60**	**111**	**39**	**48**	**128**	**470**		
200	**Subtotal Fee**	**$5,440.00**	**$7,540.00**	**$7,200.00**	**$12,210.00**	**$5,850.00**	**$10,080.00**	**$8,960.00**		**$20,400.00**	**$77,680.00**
300	70% DESIGN PHASE SUBMITTAL										
300.1.1	70% Design Phase Plans, Construction Cost Estimate and Special Provisions	8	32	78	90	8	8	28	176	$10,000.00	$31,780.00
300.1.2	Draft Final Design Report	8	8	8	16	0	0	20	60	$2,000.00	$8,640.00
300	**Subtotal Hours**	**16**	**40**	**86**	**106**	**8**	**8**	**48**	**312**		
300	**Subtotal Fee**	**$2,720.00**	**$5,800.00**	**$10,320.00**	**$11,660.00**	**$1,200.00**	**$1,680.00**	**$3,360.00**		**$13,000.00**	**$49,740.00**
400	90% DESIGN PHASE										
400.1.1	Final Design Report	8	20	30	16	0	0	20	94	$1,500.00	$12,520.00
400.1.2	90% Design Phase Plans, Construction Cost Estimate and Special Provisions	18	38	66	96	8	0	46	272	$15,000.00	$46,470.00
400.1.3	90% Walk Through	0	8	8	8	0	0	0	24	$0.00	$3,000.00
400.1.4	Bidability and Constructability	2	8	8	8	0	0	0	26	$0.00	$3,340.00
400	**Subtotal Hours**	**28**	**74**	**112**	**128**	**8**	**0**	**66**	**416**		
400	**Subtotal Fee**	**$4,760.00**	**$10,730.00**	**$13,440.00**	**$14,080.00**	**$1,200.00**	**$0.00**	**$4,620.00**		**$16,500.00**	**$65,330.00**
500	100% DESIGN PHASE										

500.1.1.1	100% Pre-Final (Bond) Submittal	8	30	55	75	8	0	30	206	$2,000.00	$25,860.00
500.1.1.2	Pre-Mylar (Bond) Submittal	4	10	25	40	2	0	20	101	$1,000.00	$12,230.00
500.1.1.3	100% Final (Mylar) Submittal	4	10	20	20	2	0	10	66	$2,500.00	$10,230.00
500	**Subtotal Hours**	**16**	**50**	**100**	**135**	**12**	**0**	**60**	**373**		
500	**Subtotal Fee**	**$2,720.00**	**$7,250.00**	**$12,000.00**	**$14,850.00**	**$1,800.00**	**$0.00**	**$4,200.00**		**$5,500.00**	**$48,320.00**
600	**BID PHASE**										
600.1	Pre-Bid Conference	0	4	4	0	0	0	0	8	$0.00	$1,060.00
600.2	Bid Requests and Responses	0	20	0	20	0	0	20	60	$500.00	$7,000.00
600.3	Bid Opening	0	0	0	0	0	0	0	0	$0.00	$0.00
600	**Subtotal Hours**	**0**	**24**	**4**	**20**	**0**	**0**	**20**	**68**		
600	**Subtotal Fee**	**$0.00**	**$3,480.00**	**$480.00**	**$2,200.00**	**$0.00**	**$0.00**	**$1,400.00**		**$500.00**	**$8,060.00**
700	**CONSTRUCTION PHASE**										
700.1	Pre-Construction Meeting	0	4	4	0	0	0	8	16	$0.00	$1,620.00
700.2	Submittal Review	0	30	20	20	0	0	30	100	$5,000.00	$16,050.00
700.3	Construction Support Services	0	40	20	0	0	0	20	80	$0.00	$9,600.00
700	**Subtotal Hours**	**0**	**74**	**44**	**20**	**0**	**0**	**58**	**196**		
700	**Subtotal Fee**	**$0.00**	**$10,730.00**	**$5,280.00**	**$2,200.00**	**$0.00**	**$0.00**	**$4,060.00**		**$5,000.00**	**$27,270.00**
	Total Basic Services Hours	**92**	**314**	**406**	**520**	**67**	**56**	**380**	**1,835**		
	Total Basic Services Fee	**$15,640.00**	**$45,530.00**	**$48,720.00**	**$57,200.00**	**$10,050.00**	**$11,760.00**	**$26,600.00**		**$60,900.00**	**$276,400.00**

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

1.1 **Reimbursable Expenses**. Reimbursable Expenses are not allowed.

1.2 **Upon written authorization by the City, the Consultant shall provide Additional Services which may include the following:**

1.2.1 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

1.2.2 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

1.2.3 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

1.2.4 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

1.2.5 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

1.2.6 **Project Presentation** – As required by the City, prepare a presentation to the CCRFCD and/or City.

1.2.7 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

1.2.8 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.

1.2.9 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

1.2.10 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

1.2.11 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

1.2.12 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System –** As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

1.2.13 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

1.2.14 **Roadway Design** – As required by the City, Consultant shall provide roadway design as needed for the project.

1.2.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

1.2.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

1.2.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

1.2.18 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.

1.2.19 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

1.2.20 Structural – As required by the City, Consultant shall provide additional structural design.

1.2.21 Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

1.2.22 Structural Engineering – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.

1.2.23 Survey – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.

1.2.24 Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.

1.2.25 Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

1.2.26 Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

1.2.27 Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

ADDITIONAL SERVICES FEE BREAKDOWN

DESCRIPTION	Project Manager	Team Leader	Staff Designer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
	$170	$145	$120	$110	$150	$210	$70			
ADDITIONAL SERVICES										
Additional Design Services	0	0	0	0	0	0	0	**0**	**$25,000.00**	**$25,000.00**
Roadway Design	0	0	0	0	0	0	0	**0**	**$25,000.00**	**$25,000.00**
Construction Support Services	0	0	0	0	0	0	0	**0**	**$20,000.00**	**$20,000.00**
Utility Potholing	0	0	0	0	0	0	0	**0**	**$5,000.00**	**$5,000.00**
Total Additional Services - Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
Total Additional Services - Fee	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$75,000.00**	**$75,000.00**

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

Program Manager: Valerie Flock, P.E.
Project Manager: Rosa Cortez, P.E.

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project.
Any changes require City approval.

Principal In Charge: Ken Gilbreth, P.E.
Project Manager: Jeff Griest, P.E.

CONSULTANT'S SUB-CONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project.
Any changes require City approval.

Geotechnical: GeoTek
Potholing: TBE
Structural: R2H

END OF EXHIBIT "F"

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**
Langtry Channel

RFP#

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gene Krametbauer, PLS	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
2.	Ken Gilbreth, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-247-4020
3.	James Thomas, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
4.	Michael Leeper	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-247-4020
5.	Christopher Grubbs, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
6.	Robert Hosea, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
7.	Daniel Hood, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
8.	Anthony Zicari, PLS	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name

10-5-09

Date

Subscribed and sworn to before me this 5th day of October, 2009

Notary Public

MARTHA S. RAMON
Notary Public State of Nevada
No. 03-82021-1
My appt. exp. May 9, 2011

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
Langtry Channel

RFP#

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gene Krametbauer, PLS	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
2.	Ken Gilbreth, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-247-4020
3.	James Thomas, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
4.	Michael Leeper	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-247-4020
5.	Christopher Grubbs, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
6.	Robert Hosea, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
7.	Daniel Hood, PE	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
8.	Anthony Zicari, PLS	2727 S Rainbow Blvd. Las Vegas, NV 89146	702-873-7550

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name

10-5-09

Date

Subscribed and sworn to before me this 5th day of October, 2009

Notary Public

MARTHA S. RAMON
Notary Public State of Nevada
No. 03-82021-1
My appt. exp. May 9, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of an amendment to the Disposition and Development Agreement (DDA) with Nevada H.A.N.D., Inc. extending the construction timeline for development of 240 affordable assisted and independent living multi-family units for seniors located northeast of the intersection of Deer Springs Way and Decatur Boulevard - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On May 17, 2006, the City Council approved the Exclusive Negotiation Agreement with Nevada H.A.N.D., Inc., to complete the DDA for the construction of 240 affordable assisted and independent living multi-family units for seniors. On May 2, 2007, the City Council approved the DDA. The Amendment to the DDA will allow Nevada H.A.N.D., Inc. additional time to complete the project. The developer is responsible for constructing, marketing the units for leasing by seniors earning 60 percent or less of area median income (AMI). The City contributed the land as its affordable housing subsidy.

RECOMMENDATION:
Staff recommends that the City Council approve the Amendment to the DDA to extend the construction timeline for development of 240 affordable assisted and independent living multi-family units for seniors and authorize the Mayor to execute any and all related agreements and documents required for the project upon approval as to form by the City Attorney's Office.

BACKUP DOCUMENTATION:
First Amendment

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this ___ day of _____, 2009, by and between the City of Las Vegas (the "City"), a political subdivision of the State of Nevada (hereinafter the "City") and NEVADA H.A.N.D., Inc. (the "Developer"), a Nevada non-profit corporation.

RECITALS

WHEREAS, the City and the Developer have entered into that certain Disposition and Development Agreement dated May 2, 2007 (the "Agreement"), which provides for the construction of 240 multi-family rental units of affordable housing for senior citizens; and

WHEREAS, subsequent to the execution of the Agreement, the City and the Developer desire to amend the dates of performance milestones and construction schedule set forth therein.

NOW, THEREFORE, in light of the foregoing premises, the parties hereto agree to the following:

1. Section 201, Performance Milestone/Construction Schedule, pages 12 and 13 of the Agreement, is hereby amended as follows:

For Phase 1: Silver Sky @ Deer Springs Assisted Living (90 units)

Delete: Sentences numbered 4 and 5 in their entirety

Insert:

4. Commencement of Construction Activities: one thousand two hundred sixty (1260) calendar days from the Effective Date of this Agreement; and

5. Completion of Construction Activities: one thousand seven hundred fifteen (1715) calendar days from the Effective Date of this Agreement.

For Phase 3: Decatur Heights Senior Apartments (75 units)

Delete: Sentences numbered 3, 4, 5 and 6 in their entirety

Insert:

3. Filing of Building Permit applications one thousand seven hundred ninety (1,790) calendar days from the Effective Date of this Agreement;

4. Issuance of Building Permits: one thousand eight hundred sixty (1,860) calendar days from the Effective Date of this Agreement;

5. Commencement of Construction Activities: one thousand six hundred ten (1,610) calendar days from the Effective Date of this Agreement; and

6. Completion of Construction Activities: two thousand two hundred sixty (2,260) calendar days from the Effective Date of this Agreement.

2. For purposes of this Amendment, an updated Disclosure of Principals is attached hereto and incorporated herein as required pursuant to Section 703 of the Agreement.

3. Except for the provisions amended pursuant to this Amendment, all other provisions of the Agreement shall remain unchanged, and in force and effect between the parties.

IN WITNESS WHEREOF the parties have executed this Amendment on the date first set forth above.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Date
Mayor

NEVADA H.A.N.D. Inc.,
A Nevada non-profit corporation

By: Michael Mullin 10-15-09
Michael Mullin, President Date

ATTEST:

_____
Beverly K. Bridges, CMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 10-14-09
Robert S. Sylvain, Date
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of an amendment to the Disposition and Development Agreement (DDA) with Nevada H.A.N.D., Inc. extending the construction timeline for development of approximately 150 affordable multi-family rental units located at 15 West Owens Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On May 7, 2008, the City Council approved the Exclusive Negotiation Agreement with Nevada H.A.N.D., Inc., to complete the DDA for the construction of 150 affordable multi-family rental units. On September 17, 2008, the City Council approved the DDA. The Amendment to the DDA will allow Nevada H.A.N.D., Inc. additional time to complete the project. The developer is responsible for providing affordable rental housing opportunities for families earning 60 percent or less of area median income (AMI).

RECOMMENDATION:
Staff recommends that the City Council approve the Amendment to the DDA extending the construction timeline for development of 150 affordable multi-family rental units and authorize the Mayor to execute any and all related agreements and documents required for the project upon approval as to form by the City Attorney's Office.

BACKUP DOCUMENTATION:
First Amendment

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this ___ day of _____, 2009, by and between the City of Las Vegas (the "City"), a political subdivision of the State of Nevada and NEVADA H.A.N.D., Inc. (the "Developer"), a Nevada non-profit corporation.

RECITALS

WHEREAS, the City and the Developer have entered into that certain Disposition and Development Agreement dated September 17, 2008 (the "Agreement"), which provides for the construction of approximately 150 multi-family rental units of affordable housing; and

WHEREAS, subsequent to the execution of the Agreement, the City and the Developer desire to amend the dates of the performance milestones and construction schedule set forth therein.

NOW, THEREFORE, in light of the foregoing premises, the parties hereto agree to the following:

1. Section 201, Performance Milestone/Construction Schedule, pages 7 and 8 of the Agreement, is hereby amended as follows:

Delete: Sentences numbered 4, 5, 6, 7, and 8 in their entirety

Insert:

4. Filing of Civil Drawing: Five hundred ninety (590) calendar days from the Effective Date of this Agreement; and

5. Filing of Building Permit Applications: Five hundred ninety (590) calendar days from the Effective Date of this Agreement; and

6. Issuance of Building Permits: Six hundred eighty (680) calendar days from the Effective Date of this Agreement; and

7. Commencement of Construction Activities: Seven hundred seventy (770) calendar days from the Effective Date of this Agreement; and

8. Completion of Construction Activities: One thousand two hundred (1200) calendar days from the Effective Date of this Agreement.

Remainder of page intentionally left blank

2. For purposes of this Amendment, an updated Disclosure of Principals is attached hereto and incorporated herein as required pursuant to Section 701 of the Agreement.

3. Except for the provisions amended pursuant to this Amendment, all other provisions of the Agreement shall remain unchanged, and in force and effect between the parties.

IN WITNESS WHEREOF the parties have executed this Amendment on the date first set forth above.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Date
Mayor

ATTEST:

_____
Beverly K. Bridges, CMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 10-13-09
Robert S. Sylvain, Date
Deputy City Attorney

NEVADA H.A.N.D. Inc.,
A Nevada non-profit corporation

By: Michael Mullin 10-15-09
Michael Mullin, President Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of a Sewer Connection Agreement with Jerald L. Hafen and Dinah W. Hafen, owners and an Interlocal Contract with Clark County Water Reclamation District for sewer services, located on the southwest corner of Durango Drive and West La Madre Way, APN 125-32-803-006 - County (near Ward 4 - Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is to connect one parcel with an existing usage as a single family dwelling located on the southwest corner of Durango Drive and West La Madre Way. The owners propose to connect to the existing 8-inch sewer in West La Madre Way. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement".

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

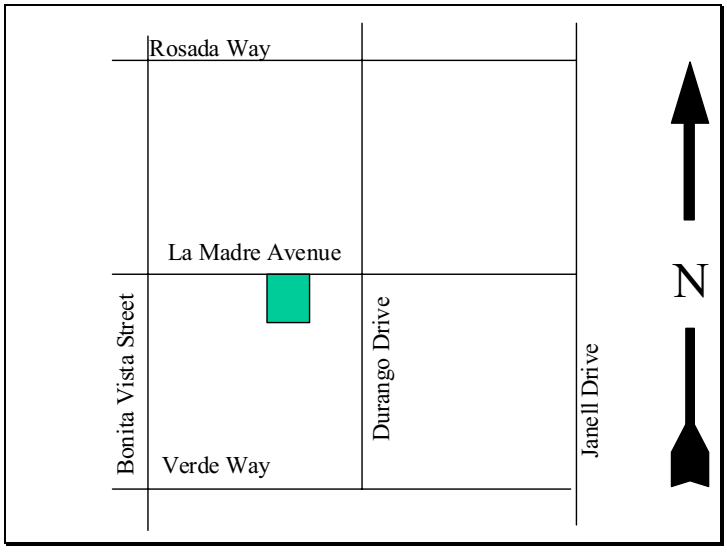
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2009
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT WITH JERALD L. HAFEN AND DINAH W. HAFEN, OWNERS AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT (SOUTHWEST CORNER OF LA MADRE AVENUE AND BONITA VISTA STREET, APN 125-32-803-006)

VICINITY MAP



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Approval of Supplemental Interlocal Contract 457d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding in the amount of $4,379,000 for the Bonneville/Clark One-Way Couplet project (Main Street to Charleston Boulevard) - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on November 13, 2003 for roadway improvements for the Bonneville/Clark One-Way Couplet project (Main Street to Charleston Boulevard). This Supplemental Interlocal will decrease project funding in the amount of $4,379,000. The Contract is being reduced to align projected expenditures with the recently approved Regional Transportation Commission of Southern Nevada 20-year Capital Improvements Program. Total cost of the contract shall not exceed $8,649,000. The Regional Transportation Commission of Southern Nevada approved this Contract at its June 11, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 457d

CONTRACT # 604a
457d

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
BONNEVILLE/CLARK ONE-WAY COUPLET

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 made and entered into this _____ day of _____, 2009 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on November 13, 2003 and a Supplemental Interlocal Contracts on December 14, 2006, November 13, 2008 and May 21, 2009 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Bonneville/Clark One-Way Couplet, from Main Street to Charleston Boulevard located wholly within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY desires to decrease funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

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

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering, right-of-way acquisition and right-of-way other shall not exceed $8,649,000.

A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the interlocal contract dated November 13, 2003, and supplemental interlocal contracts dated December 14, 2006, November 13, 2008 and May 21, 2009 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 4 is effective as of the date first set forth above.

Date of Commission Action:

6/11/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

LMagnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

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 and Legality:

John S. Ridilla 6/22/09

Deputy City Attorney Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 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 nuisance located at 1054 Bonita Avenue in the amount of $3,639 (General Fund) and assess a maximum of $47,550 in daily civil penalties. PROPERTY OWNER: 1054 BONITA AVE TRUST - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: 3,639
Funding Source: GENERAL
Dept./Division: Neighborhood Services/Response Division

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 Construction Group International LLC to board all open doors and windows on main structure and accessory structure, remove all trash, debris, high vegetation, and shed. To date, there have been ten (10) inspections conducted at this location. The value of the property based on the sale date of December 2006 was $225,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,100 invoice for Construction Group International LLC services in addition to other fees assessed for a total of $3,639 and consider assessing a maximum of $47,550 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

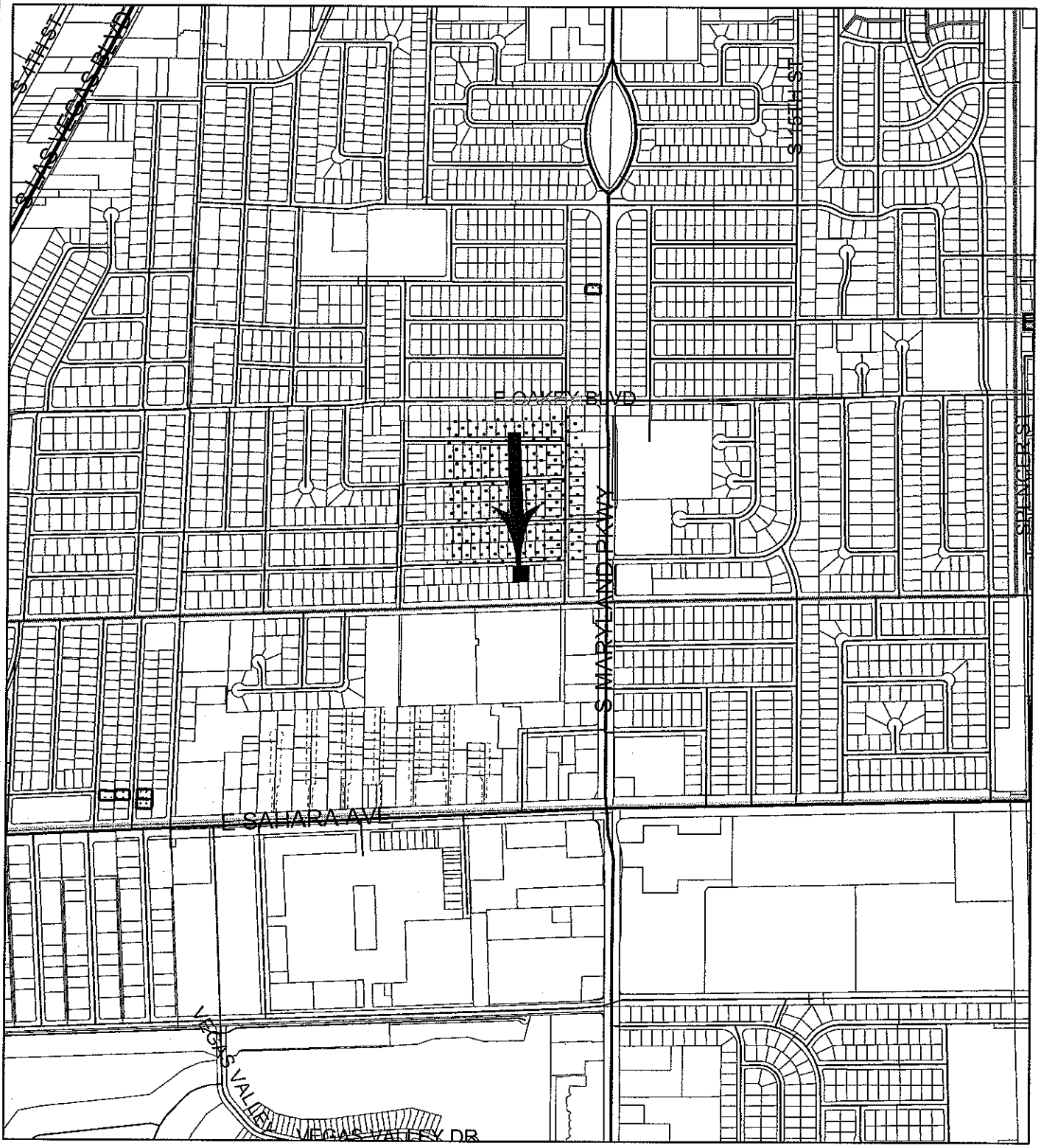
CITY COUNCIL MEETING DATE: November 4, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1054 Bonita Avenue in the amount of $3,639 (General Fund) and assess a maximum of $47,550 in daily civil penalties. PROPERTY OWNER: 1054 BONITA AVE TRUST - BROWN FLOYD TRS – Ward 3 (Reese)

Construction Group LLC completed work on July 23, 2009 at a cost of $1,100; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $3,639.

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 a Nuisance, 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.

1054 Bonita Avenue
Major Cross Streets:
Maryland Pkwy///Sahara 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: October 19, 2009

Re: Report of Expenses for the abatement of nuisance located at 1054 Bonita Avenue - 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 "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding all open doors and windows on main structure and accessory structure, removing all trash, debris, high vegetation. The abatement was completed by Construction Group International, LLC on July 23, 2009 at a cost of $1,100, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board all open doors and windows on main structure and accessory structure	$500.00
Remove all trash and debris	$200.00
Remove all high vegetation	$100.00
Remove shed	$300.00
AMOUNT DUE:	$1,100.00
Administrative Processing Fee:	$165.00
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,639.00**
Daily Civil Penalties – 342 days @ $500 a day (excluding civil penalty fees already assessed) August 9, 2008 to July 16, 2009	**$47,550.00**
MAXIMUM TOTAL:	**$51,189.00**
OWNER OF RECORD:	1054 BONITA AVE TRUST
PROPERTY ABATED:	1054 Bonita Avenue
ASSESSOR PARCEL:	162-03-722-018
LEGAL DESCRIPTION:	SOUTHRIDGE TRACT 5
	PLAT BOOK 3 PAGE 32
	LOT 28

DSS:ld

Construction Group International
6255 McLeod Drive, Suite 19
Las Vegas, NV 89120

Disclosure of Principals

The principals and partners of *Construction Group International* and all persons and entities holding more than 1% interest in *Construction Group International* or any principal of *Construction Group International* are the following:

	Full Name	Business Address	Business Phone
1.	Mark A. Mackell	18684 142nd Ave NE Bldg. E Woodinville, WA 98072	425 487 2618
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.

Construction Group International

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 19th day of March, 2009.

Notary Public - State of Nevada
County of Clark
ROBIN A. TUTTLE
My Appointment Expires
December 16, 2011
No: 02-61974-1

Robin A. Tuttle

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
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

NOVEMBER 4, 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, NOVEMBER 4, 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 **1054 BONITA AVENUE.** The Director of Neighborhood Services certifies that the sum of **$3,639.00** was expended and Civil Penalties in the sum of **$47,550.00** may be imposed for a total of **$51,194.00.** Owner of record at time of abatement: **1054 BONITA AVE TRUST – 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

FM-0044-08-09

Printed with environmentally friendly soy ink.

CASENO 75534 CODEENF **02525-79**

Log

Type:	*Date:*	*Employee:*	*Min:*
PHONE	8/24/2009 9:36:00 AM	ANTHONY GUARINO	0
21)owner ray jackson called-213-713-6194,hes upset we(CLV)boarded property. i explained the notification process and that FLOYD BROWN his rep signed the green card in receipt of our n&o.ray called floyd-he dening signing the card.			
MISC	7/23/2009 2:08:00 PM	LIDIA MCKENZIE	0
lm) per #21 video completed. OK to pay invoice. Paid CONSTRUCTION GROUP INTERNATIONAL, LLC $1,100.			
VIDPST	7/22/2009 4:12:00 PM	ANTHONY GUARINO	0
21)post video and photos done in CC items file/close case do not release			
VIDREQ	7/22/2009 8:15:00 AM	LIDIA MCKENZIE	0
LM) PER #21 CGI COMPLETED JOB, SENT VIDEO REQUEST EMAIL TO #21			
VIDREQ	7/16/2009 7:50:00 AM	LAURA DEARMOND	0
Ld) PER #21 CGI START DATE FRIDAY 7-17, SENT VIDEO REQUEST EMAIL TO #21			
BIDA	7/8/2009 7:00:00 AM	LAURA DEARMOND	0
Ld) BID AWARDED TO CONSTRUCTION GROUP INTERNATIONAL			
MEET	6/24/2009 2:58:00 PM	ANTHONY GUARINO	0
21)LM approved abatement			
MISC	5/5/2009 11:56:00 AM	LIDIA MCKENZIE	0
lm) GRN CERTIFIED CARD ADDRESSED TO 1054 BONITA AVE TRUST - FLOYD BROWN TRS @ 2407 VALLEY VIEW DR., LOS ANGELES, CA 90026 - RECEIVED SIGNED BY FLOYD BROWN.			
LETTER	4/30/2009 2:49:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED LETTER TO OWNER 1054 Bonita Ave Trust Floyd Brown TRS 2407 Valley View Drive Los Angeles, CA 90026-2019 RETURNED UNCLAIMED			
NOPOST	4/30/2009 12:30:00 PM	ANTHONY ROGERS	5
33) Posted 10 day Notice and Order before Abatement, on front window with tape, photo's taken, Front house doors are secure and broken window in front of house, rear garage conversion is open and unsecure, still high weeds and refuse,			
NOPOST	4/30/2009 12:30:00 PM	ANTHONY ROGERS	5
33) Affidavit completed and given to J. Larramendy to notorize, call back set for 05/11/09.			
MISC	4/29/2009 10:06:00 AM	LIDIA MCKENZIE	0
lm) sent 10 DAY BEFORE ABATEMENT LTR to OWNER OF RECORD. C/B 5/11 - to #32 FOR POSTING.			
MISC	4/28/2009	ELIZABETH DOUGLAS	0
N & O RECORDED 4/23/09 PLACED IN FILE.			
BIDR	4/27/2009 1:08:00 PM	LIDIA MCKENZIE	0
RECEIVED BIDS: (1) CGI = $1,100; (2) GRAEAGLE CONSTRUCTION= $1,115; (3) REGENCY DESIGN & LANDSCAPING= $1,240; (4)WEAVER CONSTRUCTION= $1,290; (5) NDX= $1,949.			
RECORD	4/23/2009 3:43:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance N&O dated April 15, 2009 at Clark County. Recorded in Book: 20090423 Inst: 02360			
BIDS	4/22/2009 2:41:00 PM	LIDIA MCKENZIE	0
lm) sent request for bids to all contractors; due 4/27/09			
MISC	4/22/2009 9:00:00 AM	LIDIA MCKENZIE	0
LM) SPOKE TO #32 & #21 RE SENDING NEW N&O TO NEW OWNERS; PER #21, #32 ALREADY PROVIDED COPY OF N&O TO NEW OWNERS, NO NEED TO START PROCESS OVER. CONTINUE WITH BIDS FOR ABATEMENT; FORWARD COPY OF 10DY BEFORE ABATEMENT TO NEW OWNERS, AFTER ALL BIDS ARE IN			
MISC	4/20/2009 3:09:00 PM	ANTHONY GUARINO	0
21)REFER TO OFFICE WITH BID SHEET TO CONTINUE ABATEMENT			
PHONE	4/17/2009 4:31:00 PM	KARAN CROSIER	0
Another caller called, says there is a possible tresspasser. Staying here at night, and maybe going to work during the day.			
INSP	4/16/2009 9:29:00 AM	KARAN CROSIER	21
32)Nothing changed, failed today,$180. & $300. and took pictures, moved into case. Left C/N on house and mailed to assessors/sewer address. C/B 4/22/09			
NOPOST	4/7/2009 10:55:00 AM	KARAN CROSIER	6
32)Took Pictures and posted N&O on property failed today $150.00 and $180.00 fee sent C/N to owner at assessors 4-7			

NOTICE	4/6/2009 2:36:00 PM	LAURA DEARMOND	0

Ld) SENT NUISANCE NOTICE AND ORDER TO COMPLY REGARDING DANGEROUS BUILDING TO OWNER 1054 Bonita Ave Trust Floyd Brown TRS 2407 Valley View Drive
Los Angeles, CA 90026-2019

NOREQ	4/1/2009 9:11:00 AM	ANTHONY GUARINO	0

21)forwarded to office

NOREQ	3/31/2009 4:20:00 PM	LORI HAGEMAN	30

32) submitted N&O to Tony

RESEAR	3/31/2009 2:00:00 PM	LORI HAGEMAN	5

32) no record of trust in Nevada Secretary of State

INSP	3/30/2009 10:56:00 AM	LORI HAGEMAN	2

32) 3-30. Spoke to neighbor Mike Hanratty. Will do a N&O

INSP	3/30/2009 10:16:00 AM	KARAN CROSIER	39

32)Failed $120.00 fee for today Took pictures Highweeds/tornblanketonfence,bucket,totes,boxes, plasticdriveway.Appliance,furniture,tire,carpet,kiddiepool,trash in rear yard. Rear shed no permit and not secure. Rear Building not secure.Sent C/N to owner

RESEAR	3/30/2009 7:50:00 AM	KARAN CROSIER	5

32)No permit for shed in Hansen

RESEAR	3/18/2009 2:00:00 PM	LORI HAGEMAN	8

32) Prior case... Owner Ray Jackson 213-713-6194 P.O. Box 691182 Los Angeles, CA 90069 sent C/N to that address also

INSP	3/18/2009 1:21:00 PM	KARAN CROSIER	9

32)Spoke to Tony. Send C/N and Start N&O to stop any short sale or transferring of house. C/B 3/30/09

INSP	3/18/2009 11:02:00 AM	LORI HAGEMAN	1

32) go ahead and do.

INSP	3/18/2009 10:44:00 AM	KARAN CROSIER	17

32)Eviction 3/1/09NoTresspassing-213-713-6194.High weeds/grassCleanupClothes,furn,kiddiepool,appliances,households,carpet,fan. Trash/Litter.Secure rear unit. Check for permits,secureshed.Called owner,Very rude,will short saleit.Whatever I have to do cont

Time in minuets: **153**

APN 162-03-722-018
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **1054 BONITA AVE TRUST BROWN FLOYD TRS**
(Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-722-018**
Commonly known as: **1054 Bonita Avenue**
Legal Description: **SOUTHRIDGE TRACT 5**
PLAT BOOK 3 PAGE 32
LOT 28

On **July 23, 2009**, as provided in the Title 9, Chapter 9, 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 **$3,639** 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 **$47,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$51,189.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **November 4, 2009** ordered the above charges in the amount of **$51,189.00**, 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 October, 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 # - 75534

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 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 nuisance located at 1425 North Main Street in the amount of $27,715 (General Fund). PROPERTY OWNER: CHARLENE & HERMAN THROWER JR – Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $27,715
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 Allied Flooring Services dba Disaster Kleen-up of Nevada to remove old fence and dispose, supply and install new fence as per drawings, includes 2 16' gates, 300' l.f of fence without curves per sketch provided by Disaster, tube steel post with press steel caps at 7', top and bottom rail per panel, vertical pickets with plastic caps, on coat of finish paint, double gate approximately 6'-0 design to be similar as fence; show drawing; powder coating, galvanizing and blast cleaning, stainless steel, aluminum, bronze, calculation, engineering and permits.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $27,715 invoice for Allied Flooring Service dba Disaster Kleen-up of Nevada.

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

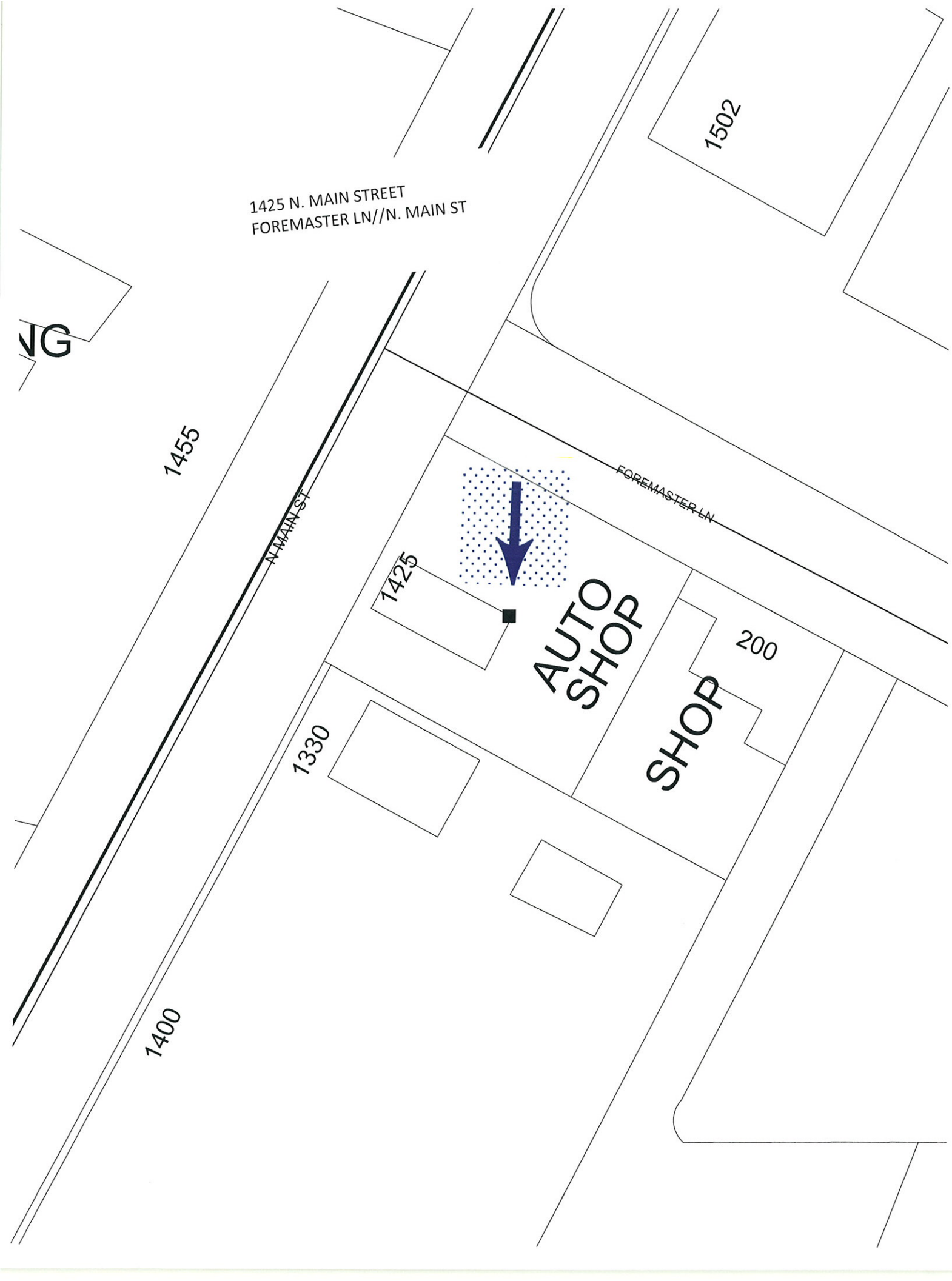
AGENDA MEMO

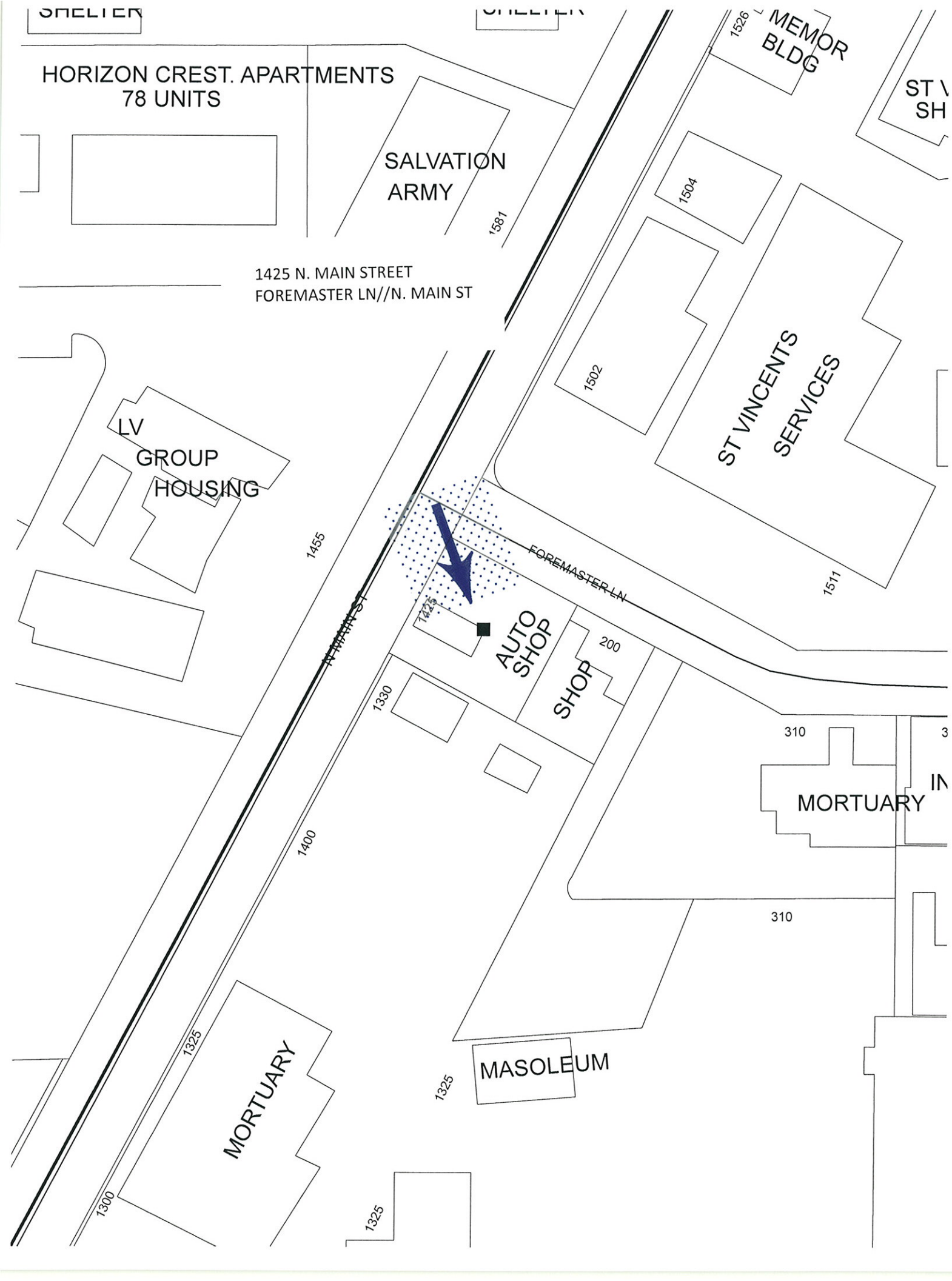
CITY COUNCIL MEETING DATE: November 4, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1425 North Main Street in the amount of $27,715 (General Fund). PROPERTY OWNER: CHARLENE & HERMAN THROWER JR – Ward 5 (Barlow)

Allied Flooring Services dba Disaster Kleen-up of Nevada completed work on August 20, 2009 at a cost of $24,100 plus a 15% administrative fee for a total of $27,715.

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 a Nuisance, 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.


1425 N. MAIN STREET
FOREMASTER LN//N. MAIN ST
1502
1455
N MAIN ST
FOREMASTER LN
1425
AUTO SHOP
200
SHOP
1330
1400


HORIZON CREST. APARTMENTS
78 UNITS
SALVATION
ARMY
1581
1526
MEMOR
BLDG
1504
1502
ST VINCENTS
SERVICES
1511
1425 N. MAIN STREET
FOREMASTER LN//N. MAIN ST
LV
GROUP
HOUSING
1455
N MAIN ST
FOREMASTER LN
1425
AUTO
SHOP
200
SHOP
1330
310
MORTUARY
1400
310
1325
MORTUARY
1325
MASOLEUM
1300
1325

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: October 19, 2009

Re: Report of Expenses for the abatement of nuisance located at 1425 N. Main St - 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 "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by hiring Allied Flooring Services dba Disaster Kleen-up of Nevada to remove old fence and dispose, supply and install new fence as per drawings, includes 2 16' gates, 300' l.f of fence without curves per sketch provided by Disaster, tube steel post with press steel caps at 7', top and bottom rail per panel, vertical pickets with plastic caps, on coat of finish paint, double gate approximately 6'-0 design to be similar as fence; show drawing; powder coating, galvanizing and blast cleaning, stainless steel, aluminum, bronze, calculation, engineering and permits on August 20, 2009 at a cost of $27,715, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove old fence and dispose	$2,700.00
Supply and install new fence as per drawing	$21,400.00
AMOUNT DUE:	$24,100.00
Administrative Processing Fee:	$3,615.00
TOTAL AMOUNT DUE:	**$27.715.00**
OWNER OF RECORD:	Charlene & Herman Thrower Jr
PROPERTY ABATED:	1425 N. Main St
ASSESSOR PARCEL:	139-27-504-001
LEGAL DESCRIPTION:	PT NE4 NE4 SEC 27 20 61

DSS:td

ALLIED FLOORING SERVICES
DBA DISASTER KLEEN-UP OF NEVADA
1722 Primrose Path
LAS VEGAS, NEVADA 89108

DISCLOSURE OF PRINCIPALS

The principals and partners of Allied Flooring Services and all persons and entities holding more than a 1% interest in Allied Flooring Services or any principal of Allied Flooring Services are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Javier Cardona	1722 Primrose Path LV NV 89108	647-7777
2. Marisela Cardona	1722 Primrose Path LV NV 89108	647-7777
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

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

Allied Flooring Services

BY: _____
Lynn Muravnick, Office Mgr.

Subscribed and sworn to before me
This 16th day of August, 2006.

_____
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
PHILIP VICHARE
No: 96-1041-1
My Appointment Expires Mar. 10, 2010

AUG-16-2006(WED) 14:17 ALLIED SVC/DISASTER KLEEN (FAX)702 647 8088 P.002/002

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

NOVEMBER 4, 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, NOVEMBER 4, 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 waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Neighborhood Services for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **VACANT LOTS NORTH OF OAKEY BLVD AND EAST SIDE OF BUFFALO ROAD (APNS: 163-03-201-003, 163-03-201-004 AND 163-03-201-005)**. The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$76,789** were imposed. Owner of record: **J & D FINANCIAL SERVICES – WARD 2 (WOLFSON)**

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 73017 CODEENF **02325-28**

Address: **1425 N MAIN ST**

WEB
454787

Broken fence on property, overflowing dumspter due to vagrant activity. Can dumpster be removed from property by owner since it is not beig serviced?

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13927504001	0.4 ACRE	PT NE4 NE4 SEC 27 20 61

Owner Information:

10-Aug-02 THROWER HERMAN JR & CHARLENE

3305 KEMP ST; NO LAS VEGAS, NV 89032-7729

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
960066	Failed	12/30/2008	01/15/2009 8:15	01/15/2009 8:15	0
960066	Passed	4/30/2009	09/14/2009 12:38	09/14/2009 12:38	0
				Time in Minutes:	0

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-REFUSE/WST	12/30/2008	9/14/2009	PROPERTY EXTERIOR
RRT HAVING TO CLEAN-UP THIS PROPERTY AS HOMELESS TRASH IT WITH REFUSE AND LITTER			
A-PAINTING	12/30/2008	9/14/2009	PERIMETER FENCE
HOLE IN CHAINLINK ALLOWS ACCESS ONTO PROPERTY BY HOMELESS			
A-GEN NUISAN	12/30/2008	9/14/2009	PROPERTY EXTERIOR
HOMELESS ACCESSING THRU HOLE IN CHAINLINK FENCE			

Log

Type:	*Date:*	*Employee:*	*Min:*
VIDPST	9/14/2009 12:38:00 PM	ANTHONY GUARINO	0
21)POST VIDEO AND PHOTS DONE..IN CC ITEMS FILE..CLOSE CASE HOLD FOR LIEN...refer to JL for CC			
MISC	9/10/2009 8:55:00 AM	LIDIA MCKENZIE	0
lm) AFTER OK BY #21 - SUBMITTED TO ORACLE FOR PYMT OF INVOICE FRM ALLIED/DISASTER ($24,100) - RECEIPT #259941. RETURNED FILE TO #21.			
PHONE	9/1/2009 8:56:00 AM	LIDIA MCKENZIE	0
lm) TEL CALL TO ALLIED/DISASTER KLEEN-UP; SPOKE TO LYNN RE: NOT SUBMITTING A START DATE; SAID THAT "JAVIER" TOLD HER WHEN SHE ASKED ABOUT IT, THAT DEVIN KNEW ALL ABOUT IT SO ITS OK. ASKED HER WHO DID THE VIDEO, SAID NOT THEM.I WILL SPEAK TO DEVIN.			
MISC	9/1/2009 8:47:00 AM	LIDIA MCKENZIE	0
lm) received in my inbox, invoice for $24,100 from Allied/Disaster Kleen-Up and Compliance Disposal form. NEVER received a start date. No knowledge of a pre-abatement video. Need to advise Tony and Devin.			
BIDA	7/30/2009 8:38:00 AM	LIDIA MCKENZIE	0
LM) RECEIVED PO#272876 - SENT AWARD LETTER TO DISASTER KLEEN-UP TO CONTACT #21 FOR START DATE. ADVISED D.SMITH.			
MISC	7/28/2009 2:43:00 PM	LIDIA MCKENZIE	0
LM) SUBMITTED BIDS INTO ORACLE; SENT TO DEVIN TO APPROVE REQ#155322.			

MISC	7/28/2009 1:47:00 PM	LIDIA MCKENZIE	0

LM) PER DEVIN SMITH: GO AHEAD AND AWARD BID TO ALLIED FLOORING SVCS dba DISASTER KLEEP-UP OF NV, ENTER INTO ORACLE AND SUBMIT FOR DEVIN'S APPROVAL SO WE CAN PROCEED TO AWARD AND DEVIN CAN TELL CONTRACTOR WHEN TO START.

MISC	7/28/2009 1:00:00 PM	LAURA DEARMOND	0

Ld) RECEIVED CERTIFIED CARD FROM OWNERS Charlene and Herman Thrower, Jr. 3305 Kemp Street N Las Vegas, NV 89032-7729

NOTICE	7/20/2009 2:11:00 PM	LAURA DEARMOND	0

Ld) SENT 5 DAY NOTICE BEFORE ABATEMENT TO OWNERS Charlene and Herman Thrower, Jr. 3305 Kemp Street N Las Vegas, NV 89032-7729

MISC	1/21/2009 7:20:00 AM	ELIZABETH DOUGLAS	0

N & O REC 1/13/09 PLACED IN FILE. ED

EXTEND	1/15/2009 8:14:00 AM	ANTHONY GUARINO	0

21)owner/thrower asked cm for extension-LM agreed to give 30 day extension. cb 2-12-09

RECORD	1/13/2009 7:01:00 AM	JESSICA LARRAMENDY	0

JL) Recorded Nuisance N&O to Comply dated December 31, 2008 at Clark County. Recorded in Book: 20090113 Inst: 03694

MISC	1/6/2009 3:20:00 PM	LIDIA MCKENZIE	0

LM) RETURN RECEIPT- ADDRESSED TO CHARLETEN & HERMAN THROWER, JR, RECEIVED. SCANNED.

NOPOST	12/31/2008 4:40:00 PM	GERALD GUZMAN	5

27)POSTED NOTICE AND ORDER ON PROPERTY AT 1425 N MAIN ST.

NOPOST	12/31/2008 3:25:00 PM	GERALD GUZMAN	5

27)POSTED N&O AT OWNER'S ADDRESS,3305 KEMP ST,NLV,89032-7729.

NOTICE	12/31/2008 2:59:00 PM	LIDIA MCKENZIE	0

lm) after OK & approval by #24 - mailed N&O to CHARLENE & HERMAN THROWER, JR. @3305 KEMP ST. NLV, NV 89032- TO JL FOR RECORDDING AND TO #24 TO ASSIGN FOR POSTING. C/B 1-12-09

EMAIL	12/30/2008 10:05:00 AM	PAMELA HINES	11

24)REC'D EMAIL FROM RRT JOHN SELLERS THAT PROPERTY REQUIRED CLEAN-UP AGAIN. ADVISED TO LET C/E KNOW IF REQUESTED AGAIN SO WE CAN TAKE PICS BEFORE CLEAN-UP.

DIRECT	12/30/2008 9:56:00 AM	PAMELA HINES	7

24)CASE 72194 CLOSED 12/9. I DIRECTED CASE TO BE RE-OPENED 12/19 DUE TO CONSTANT NEED FOR RRT TO CLEAN VACANT PROPERTY. I DIRECTED A N&O BE ISSUED TO MAINTAIN PROPERTY & INSTALL IRON GATE WITH SHEPARD HOOKS TO DETER ACCESS. THIS WAS NOT DONE SO I WILL.

Time in minutes: 28

APN 139-27-504-001
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **CHARLENE & HERMAN THROWER JR**
(Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-27-504-001**
Commonly known as: **1425 n. Main Street**
Legal Description: **PT NE4 NE4 SEC 27 20 61**

On **August 20, 2009**, as provided in the Title 9, Chapter 9, 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 **27,715** 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 **$0** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$27,715** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **November 4, 2009** ordered the above charges in the amount of **$27,715**, 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 October, 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 # - 73017

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Public Hearing to consider a request for a waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the properties located North of Oakey Boulevard on the East side of Buffalo Road (APN 163-03-201-003, APN 163-03-201-004 and APN 163-03-201-005) for a total of $76,789.01. PROPERTY OWNER: J & D FINANCIAL SERVICES INC - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Today's hearing is a request from J & D Financial Services Inc to consider a request for a waiver and/or reduction of civil penalty fees imposed on the parcels at the City Council meeting on November 5, 2008 in the amount of $76,789.01. The cases were generated on February 12, 2008 and were in violation of Las Vegas Municipal Code (LVMC) 9.04 Nuisance. The properties were abated on July 24, 2008 and liens recorded at Clark County recorder's office on November 18, 2008.

RECOMMENDATION:
No recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Spreadsheet of Charges Accrued
4. Notice of Public Hearing
5. Notification of Hearing Letter
6. Notice and Orders

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: November 4, 2009
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Public Hearing to consider a request for a waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the properties located North of Oakey Boulevard on the East side of Buffalo Road (APN 163-03-201-003, APN 163-03-201-004 and APN 163-03-201-005) for a total of $76,789.01. PROPERTY OWNER: J & D FINANCIAL SERVICES INC - Ward 2 (Wolfson)

Applicant: J & D Financial Services (owner)
Property Owner: J & D Financial Services
Total Amount Assessed: $76,789
Amounts Paid: $0
Balance owed: $76,789
Amount Requested to be Waived: $76,789
Duration of case: February 11, 2008 to July 28, 2008 (5 months)
Total Number of inspections: 5 (per parcel)
Council Actions: Yes
- November 5, 2008- Report of Expenses and Penalties was $76,789

Property Facts:
- The property was owned by Corviale LLC from May 20, 2005 to May 2, 2008.
- J & D Financial Services Inc took possession of the property through a foreclosure on May 2, 2008.
- In 2008-09, the taxable value was $444,000 (Clark County Assessor's Office)
- In 2009-10, the taxable value was $192,000 (Clark County Assessor's Office)

Staff has followed all the appropriate processes by notifying the property owner to mitigate the property, made 5 inspections per parcel over a 5-month timeframe. The city ultimately hired a contractor to abate the problems when there was no compliance by the property owner. These properties contacted the city to consider waiving associated fees that are filed as liens on the property. To date, no payments have been made.

In keeping with the draft policy, this request satisfies one of the criteria to be considered for waiving fees and/or fines:

2.1 *A financial institution and/or investor has taken legal possession of a property through a bankruptcy or foreclosure and is demonstrating good faith effort by mitigating the property within 60 days of knowing that violations exist and enters into an agreement with the city of Las Vegas to ensure improvements are made within a timely manner.*

Staff recommends that NONE of the actual expenses in the amount of $10,295 be waived.

VACANT LOTS BUFFALO/OAKEY
APN 163-03-201-003/004/005

Associated Fees and Civil Penalties
Five (5) inspections with (3) failed inspections (per parcel).

Inspections	Date	Inspection Fees*	Late Fee*	Civil Penalties per failed inspection*	Notes/Comments
1st inspection	02-11-08	N/C			Initial assessment
2nd inspection	03-20-08	$360*	$36*		**Failed**
3rd inspection	06-27-08	$540*	$54*	$450*	**Failed**
4th inspection	07-08-08	$540*	$54*	$900*	**Failed**
5th inspection	07-25-08	N/C			**Passed**
Total		$1,440	$144	$1,350	

*** Fees, Late Fees and Civil Penalties reflected above are a cumulative amount for the three parcels.**

Abatement: Council Action on November 5, 2008

Contractor expenses: Levelex Inc	$7,700			
15% Administrative Fee	$1,155			
Inspection Fees	$1,440			
Sub-Total	***$10,295***			
Late Fees	$144.00			
Penalties Per Failed Inspection	$1,350			
Daily Civil Penalties	$65,000			
TOTAL	**$76,789**			

Grand total fees and penalties associated with the property $76,789

Amounts Paid: $0
Balance Due: $76,789
Actual Expenses: $10,295

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

NOVEMBER 4, 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, NOVEMBER 4, 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 waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Neighborhood Services for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **VACANT LOTS NORTH OF OAKEY BLVD AND EAST SIDE OF BUFFALO ROAD (APNS: 163-03-201-003, 163-03-201-004 AND 163-03-201-005)**. The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$76,789** were imposed. Owner of record: **J & D FINANCIAL SERVICES – WARD 2 (WOLFSON)**

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.

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

October 28, 2009

Certified/Regular Mail
Return Receipt Requested

J & D Financial Services Inc
c/o Fisher Investments Inc
Mail Stop JAXB2007
Jacksonville, FL 32256-6851

Parcel #163-03-201-003/004/005 – Case(s) 62248/62397/62398

Dear Property Owner:

At the City Council meeting held on November 5, 2008, Agenda Items #42/43/44 were approved for liens in the amount of $76,789.01. The hearing scheduled on November 4, 2009 will be a hearing to consider a request for a waiver and/or reduction of civil penalties.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ld

CITY OF LAS VEGAS
400 STEWART AVENUE
SECOND FLOOR
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
TDD 702.302.3045
www.lasvegasnevada.gov

19

20080312-0002797

Fee: $16.00
N/C Fee: $0.00
03/12/2008 13:28:35
T20080042728
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 3

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(3)

APN: 163-03-201-003

March 4, 2008
Case #62248

Certified/Regular Mail
Return Receipt Requested

Corviale, LLC
4252 Richmond Avenue, #220
Houston, TX 77027-6843

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the **vacant lot located north of Buffalo Road and Oakey Blvd, Las Vegas, NV, Parcel #163-03-201-003**, that you are in violation of **Las Vegas Municipal Code, Title 9, dealing with nuisances.**

Per 9.04 Refuse & Waste: Remove wood, metal; dirt, rock, gravel piles; limbs, broken concrete, paper, plastic, etc. from all areas of this vacant lot. Maintain at all times.

Per 9.04 Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height on vacant lot.

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 this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #35 at (702) 229-1841 to supply your current phone number, e-mail address, fax number, or additional mailing address.

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

LVMC Ordinance 5873 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.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing

to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Maria Nutile
Resident Agent-Corviale LLC
1070 W Horizon Ridge Pkwy, Ste 210
Henderson, NV 89012

Scott Collins, Manager
Corviale LLC
10588 Marketwalk Place
Las Vegas, NV 89135

Chris Ferguson, Manager
Corviale LLC
4252 Richmond Avenue, Suite 220
Houston, TX 77027

Kenneth Post, Manager
Corviale LLC
3663 E Sunset Road, Suite 503
Las Vegas, NV 89120

Jack Holler Commercial Real Estate
3100 E Charleston Blvd, Suite 108
Las Vegas, NV 89104

19

20080312-0002798

Fee: $16.00
N/C Fee: $0.00
03/12/2008 13:28:35
T20080042728
Requestor:
LAS VEGAS CITY
Debbie Conway KXC
Clark County Recorder Pgs: 3

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(3)

APN: 163-03-201-004

March 4, 2008
Case #62397

Certified/Regular Mail
Return Receipt Requested

Corviale, LLC
4252 Richmond Avenue, #220
Houston, TX 77027-6843

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the **vacant lot located north of Buffalo Road and Oakey Blvd, Las Vegas, NV, Parcel #163-03-201-004**, that you are in violation of **Las Vegas Municipal Code, Title 9, dealing with nuisances.**

Per 9.04 Refuse & Waste: Remove wood, metal, dirt, rock, gravel piles, limbs, broken concrete, paper, plastic, etc. from all areas of vacant lot. Maintain at all times.

Per 9.04 Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height on vacant lot.

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 this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #35 at (702) 229-1841 to supply your current phone number, e-mail address, fax number, or additional mailing address.

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

LVMC Ordinance 5873 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.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision

of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Maria Nutile
Resident Agent-Corviale LLC
1070 W Horizon Ridge Pkwy, Ste 210
Henderson, NV 89012

Scott Collins, Manager
Corviale LLC
10588 Marketwalk Place
Las Vegas, NV 89135

Chris Ferguson, Manager
Corviale LLC
4252 Richmond Avenue, Suite 220
Houston, TX 77027

Kenneth Post, Manager
Corviale LLC
3663 E Sunset Road, Suite 503
Las Vegas, NV 89120

Jack Holler Commercial Real Estate
3100 E Charleston Blvd, Suite 108
Las Vegas, NV 89104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
03/12/2008 13:28:35 T20080042728
Book/Instr: 20080312-0002799
Notice Page Count: 3
Fees: $16.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 163-03-201-005

March 4, 2008
Case #62398

Certified/Regular Mail
Return Receipt Requested

Corviale, LLC
4252 Richmond Avenue, #220
Houston, TX 77027-6843

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the **vacant lot located north of Buffalo Road and Oakey Blvd, Las Vegas, NV, Parcel #163-03-201-005**, that you are in violation of **Las Vegas Municipal Code, Title 9, dealing with nuisances.**

Per 9.04 Refuse & Waste: Remove wood, metal, paper, plastic, piles of rock, gravel, dirt, limbs, broken concrete, etc. from all areas of this vacant lot. Maintain at all times.

Per 9.04 Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height on vacant lot.

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 this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #35 at (702) 229-1841 to supply your current phone number, e-mail address, fax number, or additional mailing address.

LVMC Ordinance 5873 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.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing

to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Maria Nutile
Resident Agent-Corviale LLC
1070 W Horizon Ridge Pkwy, Ste 210
Henderson, NV 89012

Scott Collins, Manager
Corviale LLC
10588 Marketwalk Place
Las Vegas, NV 89135

Chris Ferguson, Manager
Corviale LLC
4252 Richmond Avenue, Suite 220
Houston, TX 77027

Kenneth Post, Manager
Corviale LLC
3663 E Sunset Road, Suite 503
Las Vegas, NV 89120

Jack Holler Commercial Real Estate
3100 E Charleston Blvd, Suite 108
Las Vegas, NV 89104

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 558 Canosa Avenue in the amount of $40,999.32. PROPERTY OWNER: BANK MORGAN J P CHASE - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Today's hearing is a request from Sam Alajajian, Agent, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on January 9, 2008 and November 5, 2008 for a total of $40,132.85 plus interest in the amount of $866.48. The case was generated on August 16, 2007 and was in violation of Las Vegas Municipal Code (LVMC) 9.04 Nuisances; 16.08 Dangerous Buildings and 16.31 Vacant Buildings. The property was abated on September 24, 2007 and August 14, 2008 and a two lien(s) were recorded at Clark County recorder's office on February 8, 2008 and November 18, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated July 28, 2009 on behalf of buyer, Svetlozar Morev requesting the civil penalties be waived.

RECOMMENDATION:
No recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing
6. Notification of Hearing Letter
7. Notice and Order

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: November 4, 2009
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Public Hearing to consider a request for a waiver and/or reduction of fees for the property located at 558 Canosa Avenue in the amount of $40,999.32. PROPERTY OWNERS: BANK MORGAN J P CHASE - Ward 3 (Reese)

The agent representing buyer (Mr. Sam Alajajian) is requesting a waiver of $40,999.32 that has been assessed for failed inspection fees, abatement costs and penalties.

Applicant: Mr. Sam Alajajian – Agent representing buyer
Property Owner: JP Morgan Chase Bank (foreclosure)
Total Amount Assessed: $40,999.32 (including interest)
Amounts Paid: $3,296.35 (September 2009)
Balance owed: $36,836.50 (including interest thru 8-18-09)
Amount Requested to be Waived: $40,999.32 ($40,132.85 + $866.48 in interest)
Duration of case: August 16, 2007 to December 10, 2008 (16 months)
Total Number of inspections: 10 inspections – 4 failed
Council Actions: Yes
- January 9, 2008 – Report of Expenses $3,284.35
- November 5, 2008 – Report of Expenses $36,848.50

Property Facts:
- The home was owned by Victor Vitug from September 13, 2007 to June 11, 2009.
- JP Morgan Chase Bank took possession of the property through a foreclosure on June 11, 2009.
- In 2008-09, the taxable value was $191,917 (Clark County Assessor's Office)
- In 2009-10, the taxable value was $123,574 (Clark County Assessor's Office)
- The current estimated appraised value is $71,000; 2273 sq. ft.;0.23 sq. ft. lot size; 2 bedroom/2 bath; Built in 1956

Staff followed all the appropriate processes by working with the property owner to mitigate the property and the property was brought before City Council on two separate occasions. To date, there was a payment made in the amount of $3,296.35 in September of 2009.

In keeping with the draft city policy, this request satisfies one of the criteria to be considered for waiving fees and/or fines:

4.1 A new owner plans to rehabilitate the blighted property to a standard that is comparable or exceeds the conditions of properties within the neighborhood and agrees to enter into an agreement with the City of Las Vegas to ensure improvements are made within a timely manner.

Staff recommends that NONE of the actual expenses in the amount of $14,116.85 be waived.

Request for a Waiver and/or Reduction of Civil Penalties

Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 – Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 07/28/09

Location and/or address of subject property:

Nearest major intersection: LAS VEGAS BLV

Street Address: 558 CANOSA AVE.

Parcel Number: 162-03-314-021

Applicant's Address/Contact Information:
Name: SAM ALAJAJIAN
(please check the following the applies)
☐ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)*
Street Address/PO Box: 2753 S. HIGHLAND DR #1039
City: LAS VEGAS State: NV Zip Code: 89109
Phone No: 702-376-1446 818-516-4397 E-mail: [illegible] Fax No: 702-735-3028

Property Owner's Address/Contact Information: (if different from applicant):
Name: BANK OWNED
Street Address/PO Box:
City: State: Zip Code:
Phone No: E-mail: Fax No:

Amount of City of Las Vegas Lien on the Property: $ 40,999.32

Amount requested to be considered for waiving and/or reduced? $ 40,999.32

Signature of Applicant: [signature] Date: 07/28/09

Signature of Owner: Date:

For Office Use Only:
Council Ward: ; Case/File Number: ; Council Action date of Lien:

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

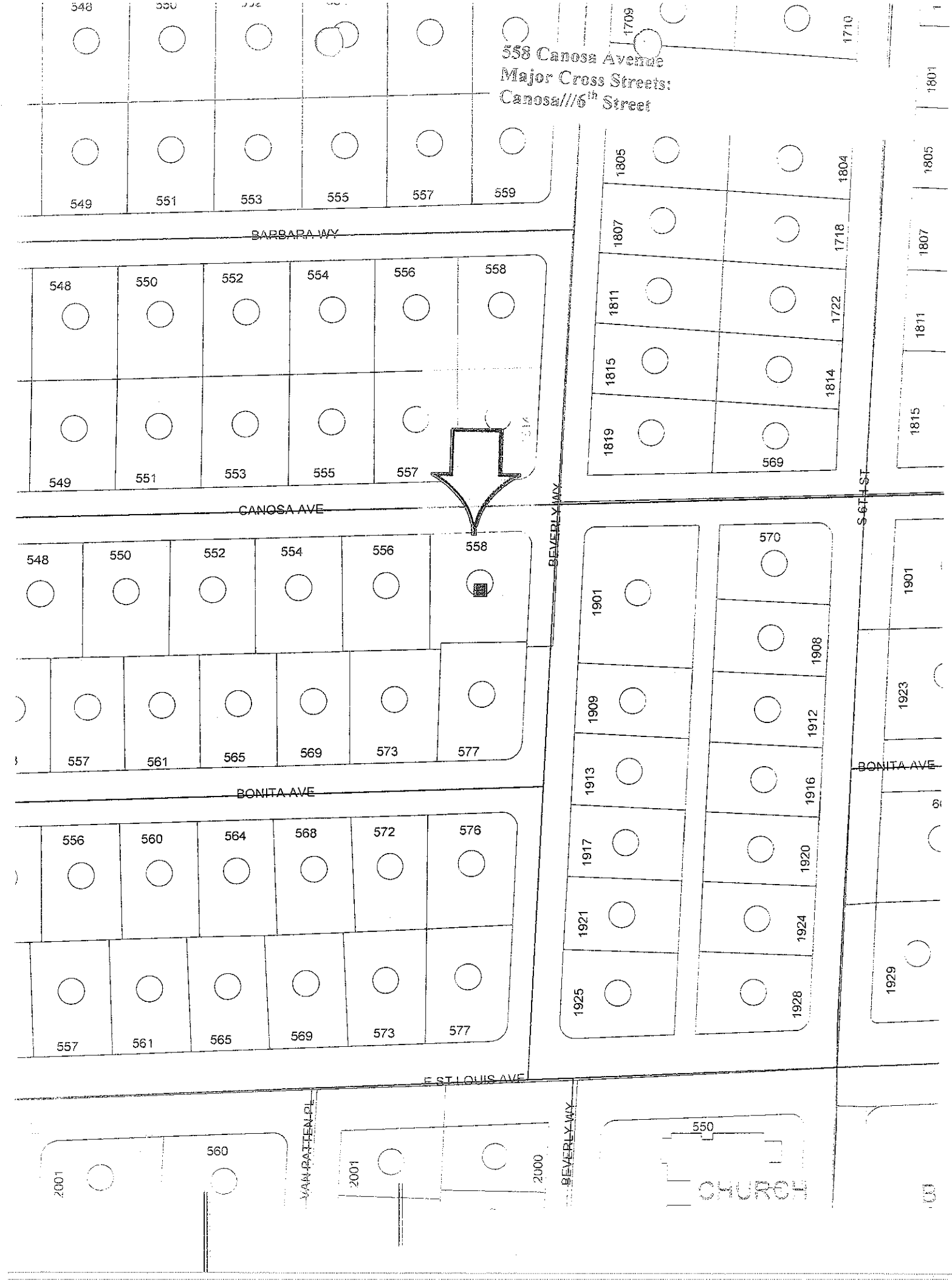
I am represenitg Buyer, Svetlozar Monev, Subject property is in Escrow, purchase price of #32,000. We informed from Title Co. that on the subject property existing lien from city of Las Vegas amount of #40,999.32. After close of Escrow Buyer will complete All necessary Repairs to bring property in Livable condition.

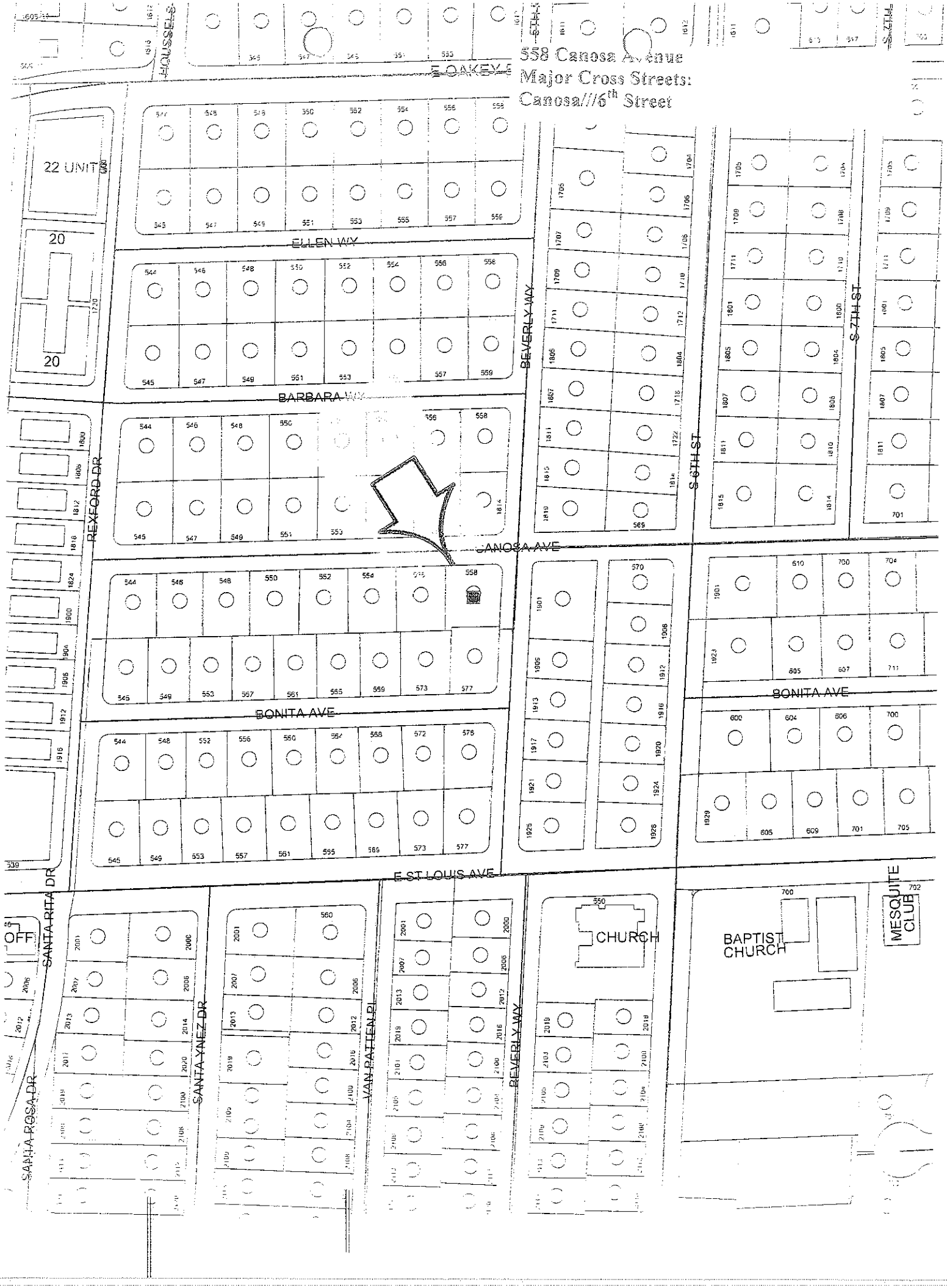
Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

Property has ben Vandalized and is in poor Condition. The Entire House is boarded up. All windows Damaged and Broken. Doors Are Broken. Large Holes All over the walls. Pool pump and Equipments are Damage Pool is Empty. Very large Leak from Roof. Possible Mold situation. Missing A/C unit. Also need paint, carpet, Drywall Repairs. Replae tiles. Landscaping.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

After Close of Escrow Buyer will Complet All of above refered Repairs and Bring the Subject Property in Livable Condition and up to code.


558 Canosa Avenue
Major Cross Streets:
Canosa///6th Street
BARBARA WY
CANOSA AVE
BONITA AVE
E ST LOUIS AVE
BEVERLY WAY
S 6TH ST
VAN PATTEN PL
CHURCH


558 Canosa Avenue
Major Cross Streets:
Canosa///6th Street
22 UNIT
20
20
ELLEN WY
BARBARA WY
REXFORD DR
BEVERLY WAY
S 6TH ST
S 7TH ST
CANOSA AVE
BONITA AVE
BONITA AVE
E ST LOUIS AVE
SANTA RITA DR
SANTA YNEZ DR
VAN RATTEN PL
BEVERLY WAY
SANTA ROSA DR
CHURCH
BAPTIST CHURCH
MESQUITE CLUB

Associated Fees and Civil Penalties

Ten (10) inspections with (4) failed inspections.

Inspections	Date	Inspection Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1st inspection	8-16-07	N/C			Initial assessment
2nd inspection	8-24-07	N/C			Partial pass*
3rd inspection	9-6-07	N/C			Partial pass*
4th inspection	9-18-07	$120.00	$12.00		**Failed**
5th inspection	11-5-07	$180.00	$18.00	$150.00	**Failed**
6th inspection	1-18-08	$180.00	$18.00	$300.00	**Failed**
7th inspection	3-5-08	N/C			Partial pass*
8th inspection	3-25-08	$180.00	$18.00	$500.00	**Failed**
9th inspection	6-25-08	N/C			Partial pass*
10th inspection	12-10-08				Pass
Sub-Total		$660.00	$66.00	$950.00	

* a partial pass recognizes that the property owner was making some progress with correcting the violations.

First Abatement: Council Action on January 9, 2008

Contractor expenses: C.H. Construction	$2,794.00			
15% Administrative Fee	$370.35			
Inspection Fees	$300.00			
Sub-Total	***$3,464.35***			
Late Fees	$30.00			
Penalties Per Failed Inspection	$150.00			
Daily Civil Penalties	n/a			
Plus interest @.58%	$313.37			
Total	**$3,957.72**			

Second Abatement: Council Action on December 5, 2008

Contractor expenses: Disaster Kleen-up of Nevada	$8,950.00			
15% Administrative Fee	1,342.50			
Inspsection Fees	$360.00			
Sub-Total	***$10,652.50***			
Late Fees	$36.00			
Penalties Per Failed Inspection	$800.00			
Daily Civil Penalties	$25,000			
Plus interest @.58%	$553.11			
Total	**$37,041.61**			

Grand Total fees and penalties associated with the property $ 40,999.32 (w/ interest)

Amounts Paid: $3,296.35 (9-09)

Balance Due: $36,836.50
Actual Expenses: $14,116.85

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

NOVEMBER 4, 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, NOVEMBER 4, 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 waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Neighborhood Services for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **558 CANOSA AVENUE**. The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$40,999.32** were imposed. Owner of record: **BANK MORGAN J P HASE – 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.

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE
(MAYOR PRO-TEM)
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

October 28, 2009

Certified/Regular Mail
Return Receipt Requested

Sam Alajajian
2753 S. Highland Drive #1039
Las Vegas, NV 89109

558 Canosa Avenue – Case 56842

Dear Property Owner/Representative:

At the City Council meeting(s) held on January 9, 2008 Agenda Item #43 was approved for a lien in the amount of $3,284.35 and November 5, 2008, Agenda Item #46 was approved for a lien in the amount of $36,848.50 (including daily civil penalties in the amount of $25,000). The hearing scheduled on October 21, 2009 will be a hearing to consider a request for a waiver and/or reduction of fees.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:jl

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382-3901
TTY 702.386.9108
www.lasvegasnevada.gov

16

20080229-0002631

Fee: $16.00
N/C Fee: $0.00
02/29/2008 13:03:49
T20080034953
Requestor:
LAS VEGAS CITY
Debbie Conway STN
Clark County Recorder Pgs: 3

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(3)

APN: 162-03-314-021

February 20, 2008
Case #56842

Certified/Regular Mail
Return Receipt Requested

Victor Vitug
8098 Maddingley Avenue
Las Vegas, NV 89117-7620

NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as record owner(s) of the property located at **558 Canosa Avenue, Las Vegas, NV, Parcel #162-03-314-021,** 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 **single family residence located at 558 Canosa Avenue.**

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., clothes, palm fronds, furniture, wood, buckets, tools, etc.

Per 9.04 Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards.

Per 16.08 Dangerous Buildings: Secure all structures to City of Las Vegas Abatement 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.

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

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at (702) 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 building(s) 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 vacant or abandoned building(s) 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 demolish, rehabilitate, or restore vacant or abandoned building(s), and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a single family residence located at 558 Canosa Avenue.**
- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family residence located at 558 Canosa Avenue.**

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, rehabilitation, demolition, or boarding 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 with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:
1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
ADMINISTRATIVE:

Report from Pam Gallion, Executive Director of the University of Nevada, Las Vegas Cannon Survey Center on the results of the citizen survey - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
As a part of the Your City Your Way Initiative, the UNLV Cannon Survey Center conducted a telephone survey of a statistically significant sample of the city of Las Vegas residents. The purpose of the survey was to: 1) identify a satisfaction level with city services; 2) identify if citizens feel resources are well placed; 3) identify any unmet community needs; and 4) identify attitudes and feelings towards any proposed budget cutting measures. The survey is the first phase of a citizen engagement project that includes focus panels, town hall meetings, and the utilization of social media sites to connect with the Las Vegas community.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding an Exclusive Negotiation Agreement between City Parkway IV-A, Inc., and PH ICE, LLC, to conduct feasibility investigations on property located at 301 West Mesquite Avenue (APN 139-27-401-301) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
PH ICE, LLC, wishes to conduct feasibility investigations for construction of an office building on property owned by City Parkway IV-A, Inc., a wholly owned subsidiary of the city of Las Vegas, located at 301 West Mesquite Avenue in downtown Las Vegas.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Exclusive Negotiation Agreement
2. Site Map

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "*Agreement*") is entered into this _____ day of November, 2009, by and between CITY PARKWAY IV A, INC., a Nevada nonprofit corporation (hereinafter "*CPIVA*") and the PH ICE, LLC, a Nevada Limited Liability Corporation (hereinafter "*PHI*"), on the terms and provisions set forth below. CPIVA and PHI may be referred to herein singularly as a "p*arty*" and collectively as the "*parties*". This Agreement shall be effective on that date (the "*Effective Date*") which the City Council of the City of Las Vegas ("*City*") approves the execution of this Agreement.

WHEREAS:

A. The Parties desire to undertake a due diligence inquiry as to the feasibility of developing and operating an office building on the Site, including, without limitation, the preleasing of a portion of such building to a major tenant;

B. The Parties mutually intend that the design and development of the Site for the Project and all of the related parking requirements.

C. The Parties mutually desire to enter into this Agreement in order for CPIVA and PHI to investigate the feasibility of the intended development of the Project on the Site by PHI and to permit CPIVA to negotiate exclusively with PHI regarding a Development and Disposition Agreement (DDA) between CPIVA and PHI or its permitted designee; and

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Purpose and Term. The parties agree that the purpose of this Agreement is to provide a framework for their respective determinations of the feasibility and timing of the development of the Project (defined below). As part of such determination, each party agrees to expeditiously and on a timely basis to complete its respective submittals and tasks required under this Agreement. The term of this Agreement shall commence on the Effective Date and automatically expire on November 4, 2010 (the "*Term*").

2. Site. The Project is to be developed on APN 139-27-401-301("the Site") which consists of approximately 228,859 gross square feet of land which is approximately 5.25 gross acres located at 301 W. Mesquite Ave in downtown Las Vegas, Nevada, as depicted on Exhibit "A" attached hereto and hereby made a part of this Agreement. The site is subject to ground leases by Three Star Auto Body and Nevada Ready Mix and a Viacom billboard. Negotiation and payment for the termination of these ground leases will be responsibility of PHI. The site is projected to be impacted by future freeway development by the

Nevada Department of Transportation (NDOT) as shown by the attached "Recommended Improvements to I-515". It shall be the responsibility of PHI to develop a site plan compatible with the NDOT proposal.

3. Project. CPIVA and PHI agree that the intended development of the Site will consist of an office building with integrated onsite parking providing all of the parking requirements of the Project with a preleasing of approximately 55,000 square feet for a lease term of at least ten years.

4. Feasibility Analysis.

(a) PHI agrees to conduct during the Term all activities required to determine the nature, scope and feasibility of the Project. PHI agrees and acknowledges that it will use all commercially reasonable efforts to perform its investigations and that the expeditious and timely performance of such tasks is a material consideration of PHI to enter into this Agreement. The failure of PHI to timely perform and complete its obligations hereunder as required shall be a default under this Agreement. All non-proprietary reports and studies pertaining to the Site and Project, including surveys and geotechnical and environmental reports and studies, shall become the property of CPIVA upon the expiration or termination of this Agreement, unless PHI proceeds with its planned development. In the event that PHI does not proceed with the development of the Project, PHI shall cause such non-proprietary reports and studies to be delivered to CPIVA within thirty (30) days after the expiration or termination of this Agreement.

(a) CPIVA agrees on behalf of itself and its agents, that during the Term and during the term of the DDA it shall not negotiate directly or indirectly, with any person or entity any matters regarding development, sale, lease or other disposition of the Site or any portion thereof. Such exclusive shall apply to the Site only and shall not apply to any other property owned by the City of Las Vegas or other City entity. CPIVA agrees that during the Term and during the term of the DDA, CPIVA shall not contact any parties with which PHI is in active negotiation with as a user of the Project ("*Potential User*"), provided, however, that (i) PHI has notified CPIVA in writing of any Potential User, (ii) in the event CPIVA or any third party is already in discussions with a Potential User in connection with Project, CPIVA or such third party will not be precluded from continuing such discussions and (iii) upon expiration or other termination of the Term or the expiration of the term of the DDA and the Project does not proceed, CPIVA or such third party may contact and consummate a transaction with any Potential User.

(d) CPIVA shall cooperate fully and timely, but at no cost to CPIVA, in providing PHI with appropriate information and assistance to support PHI's completion of the Tasks and implementation of the Development Concept. In particular, CPIVA shall provide PHI with copies of all reports, plans, drawings and other documents pertaining to the Site as soon as they become available to CPIVA. CPIVA's designated representative for all matters under this Agreement is Scott Carter. PHI and CPIVA agree to

meet in person in Las Vegas, Nevada no less than one time a month in connection with the feasibility analysis of the Site and Project. In addition, PHI agrees to provide CPIVA with a monthly written status report of its feasibility analysis no later than the last day of each month.

5. PHI Developer Fee.

(a) PHI shall pay a refundable developers fee of $55,000 for the control of the site during the ENA and DDA negotiation period.

6. PHI Site Access.

(a) CPIVA authorizes PHI and its respective employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as PHI deem necessary ("*Due Diligence Investigations*") for the development of the Project. Such authorization will be for a period commencing on the Effective Date and automatically expiring on the date set forth in Section 4(a) (iii). PHI agrees that any delegation of its rights under this Section 5 shall not release PHI of any of its obligations and duties under this Section 5. This authorization does not authorize PHI to access or otherwise use any property not included within the Site so long as PHI has reasonable access from a public right of way for ingress into and egress from the Site for purposes of completing the Due Diligence Investigations. Subject to certain limitations under other agreements, pursuant to which representatives of CPIVA or Union Pacific Railroad may have to receive advance notice thereof, PHI will have the right to enter upon and conduct Due Diligence Investigations at any time during the Term upon seven (7) days advance notice. PHI shall conduct Due Diligence Investigations in accordance with standards customarily employed in the industry and in compliance with all applicable governmental laws, rules, and regulations. Following PHI's Due Diligence Investigations on the Site, PHI promptly will restore the Site at its sole cost and expense to substantially the same condition as existed as of the Effective Date, normal wear and tear and normal weather related conditions excepted. If PHI undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and PHI will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their original condition as of the date of the soil disturbance. PHI agrees that as an alternative to filling and recompacting borings with soil, PHI may fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells and subject to the approval of CPIVA which approval shall not be unreasonably withheld, conditioned or delayed. This authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize PHI to install

groundwater monitoring wells or excavate soils with earth moving equipment. To assist PHI in its environmental due diligence, CPIVA has provided PHI with a copy of the documents identified in Exhibit "C" attached hereto and incorporated herein by reference. CPIVA makes no warranty as to the accuracy or completeness of any statement or data contained in or referred to by such documents.

(b) If PHI should discover any hydrocarbon substances or any other hazardous substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action under any environmental laws, PHI will promptly notify CPIVA in writing of such discovery. PHI shall not use disturbed contaminated soils for restoration of the Site, and instead shall store or otherwise handle (through use of a properly licensed contractor), at CPIVA's cost, disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as CPIVA takes possession of such materials. For the purposes of this Agreement, the phrase "*hazardous substances*" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products and derivatives, fuel additives, and any other solid, liquid, gaseous or thermal irritant, chemical or waste material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (i) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (ii) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any governmental authority or environmental laws; or (iii) a basis for liability to any government entity or agency or third party under any regulatory, statutory or common law theory. For purposes of this Agreement, the phrase "*environmental laws*" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) PHI shall promptly deliver to CPIVA without charge therefore, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that PHI need not disclose any communication, written or oral, to the extent the same is protected by the attorney-client

privilege.

(d) PHI covenants and agrees to pay in full for all materials, if any, supplied, used, joined, or affixed to the Site by or for PHI in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the Site in connection with PHI's Due Diligence Investigations, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to PHI's Due Diligence Investigations. PHI shall, at PHI's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) PHI hereby agrees to protect, indemnify, and hold CPIVA, the City of Las Vegas, and their respective 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 CPIVA, the City of Las Vegas or their respective officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from CPIVA, the City of Las Vegas and their respective officers, employees or agents, as a result of, or by reason of, or arising out of any negligent act or omission, in connection with the Due Diligence Investigations at the Site, of PHI or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, PHI, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Authorization. PHI agrees to obtain and to furnish to CPIVA prior to or concurrent with execution of this Authorization, a certificate showing that there is in effect a policy of a Minimum of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form Contractual liability Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. CPIVA and the City of Las Vegas shall each be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the PHI's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. 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 Company, including the rating and financial health of each insurance company providing coverage, is subject to the approval of CPIVA, which approval shall not be unreasonably withheld, conditioned or delayed. CPIVA requires insurance carriers to maintain a Best's Key rating of "A VII" or higher; provided, however that PHI may self insure or maintain such insurance by PHI's captive insurance carrier. The Certificate shall indicate that neither the insurance company nor PHI can cancel the insurance without at least 10 days prior written notice to CPIVA. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the certificate of insurance. The parties

agree that the specified coverage or limits of insurance in no way limit the liability of PHI. PHI will not do or permit to be done anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Property. All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance.

(f) In this connection, PHI expressly agrees, at its sole cost and expense, to defend CPIVA, the City of Las Vegas and their respective 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 negligent act or omission of PHI, in connection with the Due Diligence Investigations at the Site, the City of Las Vegas, and their officers, employees and agents. If PHI fails so to do, CPIVA and the City of Las Vegas shall have the right, but not the obligation to defend same and to charge all reasonable attorneys' fees and costs, including court costs of such defense, to PHI.

(g) PHI will be taking the Site "as-is" based entirely on its own investigations and studies and CPIVA will not make any representation or warranty as to the condition of the Site or the development of the Project on the Site. Except for certain offsite infrastructure to be installed to serve the Site, PHI agrees that neither CPIVA nor the City shall have any obligation to provide any funds, concessions, offsite parking or other financial incentives or concessions in connection with the development of the Project except as provided for herein.

(h) The obligations and covenants of PHI under this Section 5 shall survive any expiration of the Term or other termination of the Agreement, including, without limitation, any termination pursuant to Section 10 below.

6. Disposition and Development Agreement; Effect of Agreement.

(a) PHI and CPIVA agree to negotiate in good faith during the Term a form of Development and Disposition Agreement between CPIVA and PHI.

The parties acknowledge that, in compliance with the provisions of Nevada Revised Statutes, Chapter 268 and other applicable law, PHI, at its cost, will obtain and rely upon independent and confidential appraisal of the Site prepared within six months of the date of the DDA. That the City Council of the City of Las Vegas may adopt a formal resolution finding that it is in the best interests of the public to discount the fee for the Site without offering such real property to the public. Notwithstanding the foregoing, the parties agree that any such appraisal may be subject to public records laws or ordinances of the City or the State of Nevada.

(b) PHI and CPIVA agree and acknowledge (i) that this Agreement creates no obligation on either party to enter into the DDA or any other agreement related to the Site, (ii) the decision to enter into a

DDA will be at each party's respective sole and absolute discretion and (iii) the approval of the Council of the City will be required for CPIVA to enter into any DDA or other agreement relating to the Site and (iv) at any time during the Term, if PHI determines in its reasonable judgment that it is not feasible to move forward with the Project, PHI may terminate this Agreement with no further obligations or liability to CPIVA, except for such obligations or liabilities which survive the termination of this Agreement. PHI agrees and acknowledges that this Agreement creates no rights, title or interest in PHI whatsoever, legal, equitable or otherwise, in the Site including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, CPIVA is not committing itself to or agreeing to donate the land to PHI or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property. Execution of this Agreement by CPIVA is merely an agreement to enter into a period of exclusive, good faith negotiations according to the terms hereof, reserving final discretion and approval by CPIVA as to any and all proceedings and decisions in connection therewith.

(c) PHI agrees that upon expiration of the Term without the Parties entering into the DDA or upon any other termination of this Agreement, (i) PHI shall have no rights whatsoever to the Site or any other property owned by CPIVA or the City and (ii) neither CPIVA nor the City shall have any obligation or liability whatsoever to continue to negotiate with or attempt to accommodate in any manner PHI for a location for the Project.

7. PHI Control and Ownership.

(a) PHI represents and warrants that it is a Nevada Limited Liability Company organized pursuant to the laws of the State of Nevada and PHI is duly authorized to do business in the State of Nevada.

(b) PHI is required to make full disclosure to CPIVA of its principals, officers and key managerial employees working on the Project, and all other material information concerning PHI. Any significant change in the principals, officers, development manager, and key managerial employees of PHI working on the Project are subject to the approval of CPIVA which shall not be withheld, conditioned or delayed in the commercially reasonable opinion of CPV. PHI will be required to submit a completed Exhibit "B", Disclosure of Principals form, which includes all principals, and members of PHI, as well as all persons and entities holding more than a 1% interest in PHI or any principal, partner or member of the same, and agree in writing to the terms of this Section 7(b) and Section 9 below. Throughout the Term hereof, PHI shall provide written notification of any material change in the above disclosure within 15 days of such change.

8. Real Estate Commission. Each party represents to the other party that it has not engaged any broker, agent or finder in connection with this Agreement, and agrees to hold the other party harmless from any claim by any broker or finder retained by such party. The provisions of this Section 8 shall survive any termination or expiration of this Agreement.

9. Conflict of Interest.

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

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of CPIVA relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, CPIVA may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

10. Default; Appropriation.

(a) In the event PHI (i) is in default beyond any applicable grace period pursuant to Section 4(b) above in connection with the Task Schedule or (ii) is otherwise in default of its obligations or performance under this Agreement and such other default is not cured within thirty (30) days after written notice specifying the precise nature of the default, then CPIVA shall have the right to immediately terminate this Agreement upon written notice to PHI. Except as specifically provided for herein, PHI shall not be liable for any damages, lost profits, expense reimbursement, or any consequential damages incurred by PHI as a result of such termination.

(b) In the event CPIVA is in default of its obligations under this Agreement, PHI's sole and exclusive remedy will be to terminate this Agreement. Neither CPIVA nor the City shall be liable for any damages, lost profits, expense reimbursements or other costs of PHI or any consequential damages incurred by PHI as a result of such termination.

(c) No obligation assumed by or imposed upon CPIVA by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against CPIVA shall require the payment of

money by CPIVA, or the performance of any action by CPIVA, the performance of which requires money from CPIVA, except to the extent that funds are available for such payment or performance from City appropriations therefore lawfully made by the City. This Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies or the performance of any obligations of CPIVA under this Agreement.

11. Notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, all fees pre-paid, (ii) transmitted by facsimile with confirmation of transmission (an original signed copy, via first-class U. S. Mail, shall follow facsimile transmissions) or (iii) received or delivery refused if sent by U.S. mail via certified mail-return receipt requested, postal fees pre-paid at the following addresses:

If to PHI:

Richard Scott Worthington
President & Chief Operating Officer
THE MOLASKY GROUP OF COMPANIES
100 City Parkway, Suite 1700
Las Vegas, Nevada 89106
Phone: 702.735.0155
FAX: 702.737.7025
Cell: 702.249.8004
E-mail: richw@molaskyco.com

If to CPIVV:

William Arent, Acting Director
City Parkway IV - A, Inc.
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: 702-229-6551
FAX: 702-385-3128

And to:

Manager, Purchasing & Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: 702-229-6021
Fax: 702-384-9964

12. Publicity. The parties agree that neither party shall make any public announcement or any press release with respect to this Agreement or the Project without the consent of the other party which consent shall not be unreasonably withheld or delayed. Nothing in this Section 12 shall limit or prevent CPIVA or the City from undertaking any actions required by Nevada's open meeting laws or causing or allowing the release of information or dissemination of documents as may be required or appropriate in connection with any administrative hearings or proceedings pertaining to the City's approval or implementation of this Agreement. Notwithstanding the foregoing, the Parties shall have the right to disclose any and all information to a governmental body or law enforcement agency which has been properly designated to collect information from PHI about its planned project.

13. Assignment. Neither party may assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of the other party which consent may be granted or withheld in such other party's sole and unfettered discretion, provided, however PHI shall have the right to transfer all or part of its interest in this Agreement to an affiliate without the consent of CPIVA. Any transfer or assignment in violation of this Section 13 shall be null and void and constitute a default of this Agreement.

14. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

15. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties. this Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

16. Entire Agreement; Amendments. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement supersedes any and all prior understandings between the parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both parties hereto.

17. No Waiver. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding

breach of the same or other covenants, agreements, restrictions or conditions hereof.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

19. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the Recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. All references in this Agreement to Articles, Sections and exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

20. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

21. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

22. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of CPIVA and PHI and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. Further, nothing contained herein is intended to grant to CPIVA or any other party, nor shall CPIVA have any third party have, any rights or benefits flowing from any agreement between PHI and any other party except to the extent rights shall be expressly transferred or created in any such agreement.

23. Counterpart Signatures; Facsimile Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

CPIVA

CITY PARKWAY IV-A, INC, a Nevada corporation

By William Arent, Director
City Parkway IV - A, Inc.

ATTEST:

_____

_____, Title

APPROVED AS TO FORM:

Michael Nunky Esq

Date: 10-26-09

PHI

PH ICE, LLC, a Nevada Limited Liability Company

By: Richard Scott Worthington

_____
President & Chief Operating Officer

Execution Date:

_____

LIST OF EXHIBITS

EXHIBIT "A"	SITE DEPICTION
EXHIBIT "B"	PRINCIPALS DISCLOSURE FORM

EXHIBIT A

Site Map

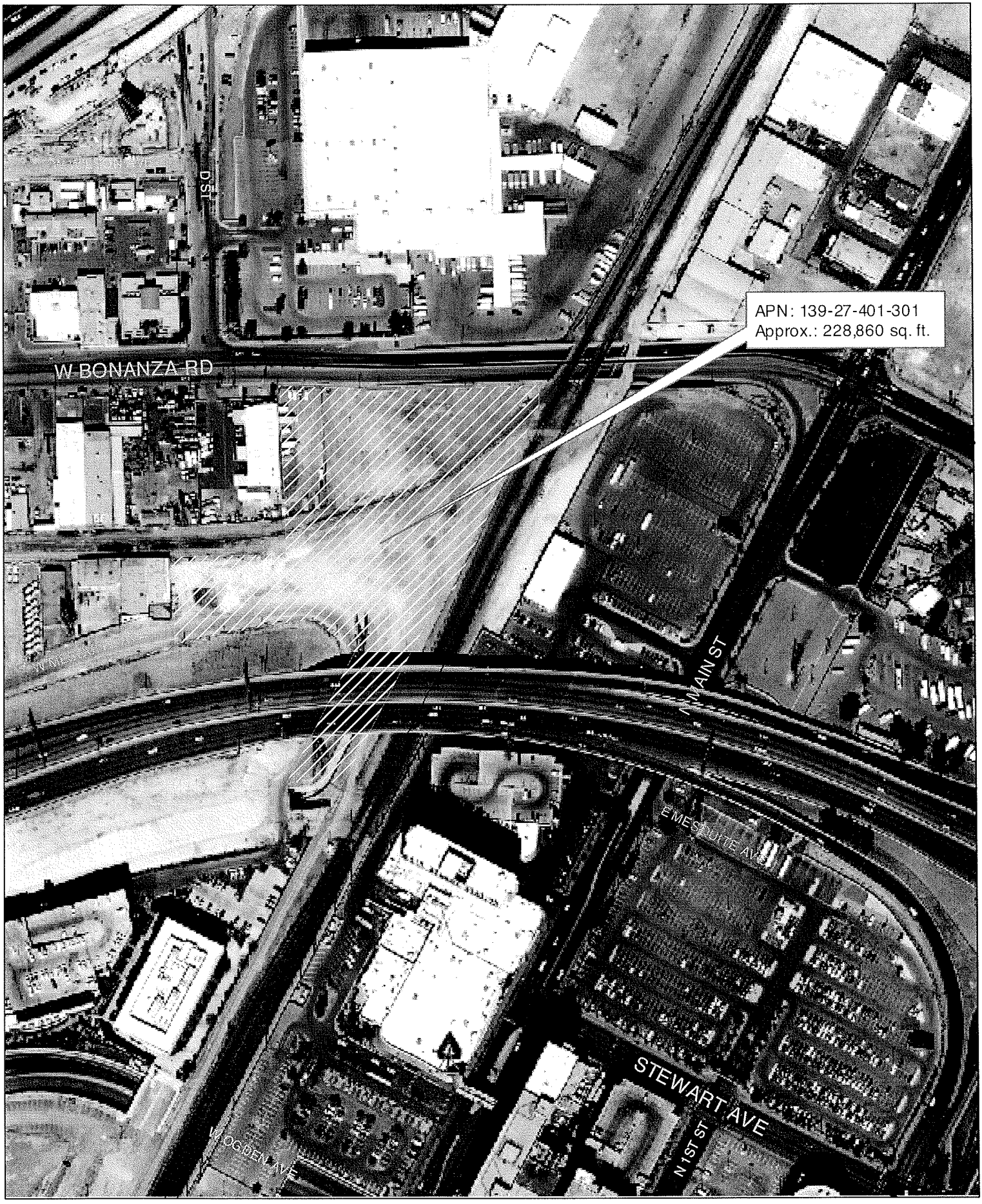

APN: 139-27-401-301
Approx.: 228,860 sq. ft.
W BONANZA RD
D ST
MAIN ST
E MESQUITE AVE
STEWART AVE
N 1ST ST
W OGDEN AVE

EXHIBIT B

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (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 PH ICE, LLC
Address 100 N. City Parkway #1700, Las Vegas, NV 89106
Telephone 702-735-0155
EIN or DUNS

Block 2 Description
Subject Matter of Contract/Agreement
RFP#

Block 3 Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Irwin A. Molasky, Manager	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
2.	Alan Molasky, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
3.	Andrew Molasky, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
4.	Beth Molasky, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
5.	Steven Molasky, Member	100 N. City Parkway, #1700, LV,NV 89106	702-735-0155
6.	Robert Frey, Member	100 N. City Parkway, #1700, LV,NV 89106	702-735-0155
7.	Gary Frey, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
8.	Michael Frey, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
9.	Richard S. Worthington, Member	100 N. City Parkway, #1700, LV,NV 89106	702-735-0155
10.	Bradley S. Sher, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155

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: _____N/A_____

Date of Attached Document: _____ Number of Pages: _____

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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

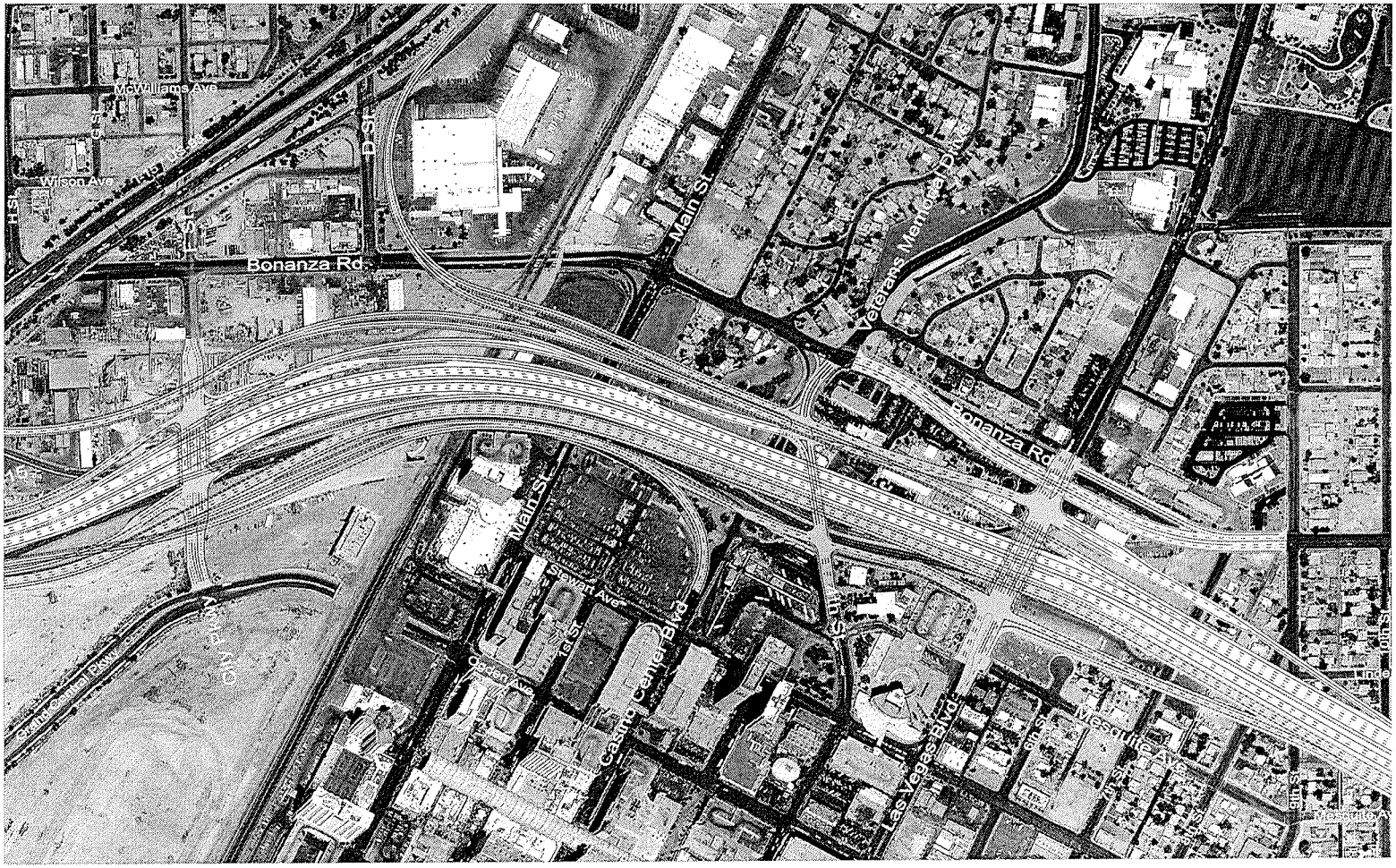
Irwin A. Molasky

10/19/09
Date

Subscribed and sworn to before me this 19TH day of OCTOBER, 2009

Notary Public

Notary Public - State of Nevada
County of Clark
LINDA CREGER
My Appointment Expires
March 8, 2012
No: 04-87684-1



MAINLINE I-515 & Associated Ramps
CD ROAD / I-15 RAMPS
AT-GRADE ROADWAYS
BONANZA ROAD REALIGNMENT

Recommended Improvements to I-515

F Street to Las Vegas Boulevard

PRELIMINARY - CONCEPTUAL ONLY - SUBJECT TO CHANGE

MAY 17, 2006

Site Map

W WILSON AVE
D ST
W BONANZA RD
UPRR
APN: 139-27-401-301
Approx.: 228,860 sq. ft.
W MESQUITE AVE
N MAIN ST
E MESQUITE AVE
STEWART AVE
N 1ST ST
W OGDEN AVE
UPRR

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center by and between the Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation, City Parkway V, Inc., a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada regarding the site located at 361 Symphony Park Avenue within the Symphony Park master planned development (APN 139-33-610-026) ($1,448,303 – Parks and Leisure Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,448,303
Funding Source: Parks and Leisure Capital Projects Fund
Dept. /Division:

PURPOSE/BACKGROUND:
The Amended and Restated Agreement covers necessary changes to the Lease and Operating Agreement. These changes pertain to the Interlocal Agreement by and between the City and the Clark County School District. This agreement will give the Clark County School District certain use rights to the Smith Center for the Performing Arts in exchange for their Five Million Dollar ($5,000,000) contribution to the Project. The City will reimburse the Las Vegas Performing Arts Center Foundation for certain predevelopment costs in the amount of One Million, Four Hundred Forty-Eight Thousand, Three Hundred and Three Dollars ($1,448,303).

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center
2. Interlocal Agreement Regarding the Distribution of Funds for a Performing Arts Center

THIRD AMENDED AND RESTATED AGREEMENT

TO DESIGN, CONSTRUCT AND LEASE A PERFORMING ARTS CENTER

This Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center (this "Agreement") is made as of the ____ day of _____, 2009 (the "Execution Date"), by and among Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation ("PAC"), City Parkway V, Inc. ("CP"), a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("City" and, together with CP, the "City Parties") (the City Parties and PAC are individually and collectively herein referred as the "Party(ies)").

RECITALS

WHEREAS, City is the owner of certain real property consisting of an approximately 61-acre site located in the Parkway Center commercial subdivision in downtown Las Vegas, Clark County, Nevada, known as APN: 139-33-610-026 and depicted on the Union Park Map attached hereto as **Exhibit "A"** ("Symphony Park"); and

WHEREAS, PAC is a 501(c)(3) organization dedicated to developing, building and operating a performing arts center campus in the boundaries of City which will benefit the residents of City and Southern Nevada and foster the growth of cultural amenities and economic development in City and the region; and

WHEREAS, CP, on behalf of City, desires to develop Union Park for the vital and best interests of City, and the health, safety, morals and welfare of its residents which are in accord with the public purposes and provisions of applicable federal, state and local laws and requirements; and

WHEREAS, the Parties entered into that certain Agreement to Design, Construct, and Lease a Performing Arts Center on December 27, 2005 (the "Original Agreement"), as amended and restated by that certain Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center on May 16, 2007 ("First Amended Agreement") and the Second Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center, dated May 6th, 2009 which sets forth the Parties' desire to design, develop and build a performing arts campus in several phases on the PAC Campus Site; and

WHEREAS, pursuant to NRS 244A.860 (the "Act"), the Board of County Commissioners (the "Board") of Clark County Nevada, a political subdivision of the State of Nevada ("County"), by ordinance has imposed a fee upon the lease of a passenger car by a short-term lessor in the County in the amount of two percent (2%) of the total amount for which the passenger car was leased, excluding any taxes or other fees imposed by a Governmental Authority (the "Rental Car Fee"); and

WHEREAS, the monies received by the County from the Rental Car Fee (the "Pledged Rental Car Fees") must be used to pay the costs to acquire, improve, equip, operate and maintain within the County a performing arts center, or to pay the principal of, interest on or other payments due with respect to bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, on June 1, 2006, City and County entered into an Amended and Restated Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Center (the "Interlocal Agreement") whereby County will provide to City the proceeds of the Pledged Rental Car Fees to enable City to use all proceeds of the Pledged Rental Car Fees to acquire, improve, equip, operate and maintain a performing arts center within the County, or to pay the principal of, interest on or other payments due with respect to bonds (including the Bonds) issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof, all as set forth in the Interlocal Agreement;

WHEREAS, PAC shall design and the City shall build the Primary Theater Project, including the Education Building, which shall be funded, in part, by the Pledged Rental Car Fees as stated herein; and

WHEREAS, County (pursuant to the County Bond Law, NRS 244A.011 through 244A.065) and City (pursuant to City Bond Law, NRS 268.672 through 268.740) are each authorized to acquire, improve, equip, operate and maintain a "building project" as defined in NRS 268.676 and NRS 244A.019, respectively, and it is contemplated by the Parties that such performing arts center authorized to be financed in County by the Act will be a "building project" as defined in NRS 268.676 and NRS 244A.019; and

WHEREAS, City and County intend that City issue notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees pursuant to resolutions and ordinances of City authorizing the issuance thereof (collectively, the "Bond Ordinance") in order to fund, in

part, the acquisition, establishment, construction or expansion of the Primary Theater Project (which will be located in County) and otherwise to use all proceeds of the Pledged Rental Car Fees distributed to City to pay the costs to acquire, improve, equip, operate and maintain such performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, the Parties desire to amend and restate the First Amended Agreement to reflect the current status of the Construction Contract, the amount of parking required by PAC, the potential development of the Remainder Site and certain other matters as more particularly set forth herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City Parties and PAC hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Effect of Agreement and Definitions. The Parties hereby agree that this Agreement shall amend and restate and supersede in all respects the Original Agreement and the First Amended Agreement and that the Original Agreement and First Amended Agreement are of no further force and effect. PAC agrees that any rights of PAC in the land subject to the Original Agreement are hereby extinguished; provided, however, that PAC shall not be deemed to extinguish any of its rights in the PAC Campus Site as defined herein. Unless otherwise defined herein, the capitalized terms used herein have the meanings ascribed to those terms in this Section:

"Act" shall have the meaning set forth in sixth Recital.

"Agreement" shall have the meaning set forth in the first paragraph of hereof.

"Applicable Laws" shall have the meaning given such term in the definition of "Requirements".

"Architect" means the architect of record for the design and construction administration of the Primary Theater Project as selected pursuant to Section 4.2 below.

"Architect Agreement" means the agreement with the Architect for the design and construction administration of the Primary Theater Project.

"Bidding Requirements" means (i) Chapters 332, 338 and 339 of the NRS and (ii) any other Requirements applicable to the bidding and award of the Construction Contract.

"Board" shall have the meaning set forth in the sixth Recital.

"Bond Costs" means the costs, fees and expenses incurred in connection with the issuance of any Bonds, including, but not limited to, (i) rating agency and other financing fees, (ii) the fees and disbursements of bond counsel, (iii) any underwriter's discount, (iv) the fees and disbursements of any financial advisors, (v) all costs of preparing and printing the Bonds, the preliminary official statement, the final official statement and all other documentation supporting issuance of the Bonds, and (vi) any other issuance costs of a similar nature incurred in connection with issuance of Bonds.

"Bond Net Proceeds" means the original proceeds of any Bonds less Bond Costs.

"Bond Ordinance" shall have the meaning set forth in the eleventh Recital.

"Bonds" means City issued general obligation notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees in order to fund, in part, the acquisition, improvement, construction, equipment or expansion of the Primary Theater Project and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof.

"Campus Site Plan" shall have the meaning set forth in Section 3.1 of this Agreement.

"City" shall have the definition set forth in the first paragraph of this Agreement.

"City Construction Fund Contribution" means (i) the Bond Net Proceeds, and (ii) any Pledged Rental Car Fees received by City after the issuance of the Bonds but prior to Final Completion in excess of what is determined by City necessary to pay annual debt service on the Bonds.

"City Contingency Amount" shall have the meaning set forth in Section 6.2(b).

"City Default" shall have the meaning set forth in Section 10.3.

"City Obligations" means those obligations of City as set forth in the Environmental Exhibit.

"City Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"City Project Representative" means that person designated by City pursuant to Section 4.1 hereof to serve as its representative and primary point of contact in connection with all matters relating to this Agreement.

"City Work" means all those items to be designed, engineered, constructed or completed by City in connection with the PAC Campus Project as set forth in Article 7 below, including, without limitation, the City Obligations.

"City Work Cost" means all costs of the design, engineering, construction and completion of City Work.

"CMAR" means Whiting-Turner Contracting Company who has been selected as the Construction Manager at Risk pursuant to NRS 338.169 through NRS 338.1699 for the construction of the Primary Theater Project pursuant to this Agreement.

"Completion Approvals" means that each Governmental Authority that has authority for any element of the Primary Theater Project has approved the construction of such element as being complete in accordance with all applicable Requirements.

"Commercial Projects" means projects of a commercial nature, including, without limitation, retail, office and residential.

"Completion Bond" shall have the meaning set forth in Section 5.1(i).

"Construction Contingency Fund" shall have the meaning provided in Section 6.2(b).

"Construction Contract" means the contract awarded for the construction of the Primary Theater Project as more fully described in Article 5 below.

"Construction Documents" means documents based on the approved Design Development Documents and latest Primary Theater Project Budget which set forth in detail the requirements for construction of the Primary Theater Project. The Construction Documents shall include drawings and specifications to establish the quality levels of materials and systems required for the Primary Theater Project and shall be in such detail and format to allow City to bid the Primary Theater Project pursuant to the Bidding Requirements.

"Construction Fund" means the sum of (i) the City Construction Fund Contribution and any earnings thereon, (ii) the Reynolds Construction Grant Fund Contribution when and to the extent such funds are disbursed to City in accordance with the provisions of the Grant Agreement, and any earnings thereon; and (iii) subject to the provisions of Section 6.2(b) and Section 6.2(c), the Construction Contingency Fund and any earnings thereon.

"County" shall have the meaning set forth in the sixth Recital.

"Courtyard" means an approximately 7,800 square foot outdoor open space located on the west side of the Primary Theater and the south side of the Education Building as depicted on **Exhibit "C-2"** attached hereto.

"CP" shall have the meaning set forth in the first paragraph of this Agreement.

"Default Rate" shall have the meaning set forth in Section 10.2(a).

"Design Development Documents" means design documents which shall include a site plan, grading plan, floor plans, elevations with key details, landscape and streetscape, material, finishes and colors, site signage, refined 3-D massing, solar shading, and a LEED checklist with explanation, all of which are based on the approved Schematic Design Documents illustrating and describing the refinement of the Primary Theater Project.

"Determine", "Determined", "Approve", "Approved", "Estimate" or "Estimated" shall mean a reasonable determination, approval or estimate by a Party made pursuant to this Agreement. If a Party disagrees with any such determination or estimate by the other Party, the Party disagreeing is entitled to resolve such dispute in accordance with the provisions of Article 10 hereof.

"Education Building" means a facility consisting of class rooms, offices, commercial retail and office space constituting approximately 70,200 square feet, which will be constructed on the northwest corner of the PAC Campus Site as shown on **Exhibit "C-2"** attached hereto.

"Environmental Condition" shall have the meaning ascribed to such term in the Environmental Exhibit.

"Environmental Exhibit" means **Exhibit "B"** attached hereto setting forth the Parties' obligations with respect to environmental remediation of the PAC Campus Site.

"Environmental Laws" shall have the meaning ascribed to such term in the Environmental Exhibit.

"Excess Fees" means any Pledged Rental Car Fees received by City after the issuance of the Bonds in excess of what is determined by City to be needed to pay annual debt service on the Bonds.

"Execution Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Final Completion" means (i) the completion of the construction of the Primary Theater Project in accordance with the Construction Documents, as evidenced by the issuance of all

applicable Completion Approvals, together with a certification by the Architect that the Primary Theater Project has been completed in accordance with the Construction Documents and all applicable Requirements, (ii) all undisputed amounts due in connection with the development and construction have been paid in full or in City's Determination the remaining balance, if any, in the Construction Fund will be sufficient to pay all remaining amounts due, (iii) all claims relating to the Construction Contract or otherwise relating to the Primary Theater Project are resolved or in City's Determination will be resolved on a satisfactory basis such that the remaining balance, if any, in the Construction Fund will be sufficient to pay any remaining claims, (iv) delivery to City of evidence Approved by City that the Project has been completed on a lien-free basis and (v) there is no outstanding or threatened litigation between any of City, PAC, the Architect or the CMAR.

"Final Contract Project Cost" means the sum of (i) the total final bid pursuant to the Construction Contract, including all contingencies and fees, and plus (ii) any other estimated costs to be incurred in connection with the Project through Final Completion other than those costs which, pursuant to the terms hereof, shall not be paid out of the Construction Fund.

"First Amended Agreement" shall have the meaning set forth in the fifth Recital.

"Future Phase" means the development by PAC of the Remainder Site or any portion thereof as a parking garage, a museum and/or another mutually acceptable use. The current conceptual site plan for the Remainder Site is shown on **Exhibit "C-2"** attached hereto. For the avoidance of doubt, if the City develops and constructs the Parking Garage on the Garage Site, such Parking Garage shall not constitute a Future Phase for purposes of this Agreement.

"Garage Site" shall have the meaning set forth in Section 2.2(b)(i).

"Governmental Authority" or "Governmental Authorities" means (i) the United States of America, the State of Nevada, City, County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Primary Theater Project (or any portion thereof) and (ii) any public utility or private entity which will be accepting and/or approving design and/or construction of any element of the Project.

"Grading Plan" means that Preliminary Grading Plan – Raised Option, dated October 20, 2006, prepared by Kimley-Horn of which the CAD file was transmitted to R.J. Reissig of HKS

Architects by Thomas Ackeret of Kimley-Horn by a posting to FTP DROPBOX as of November 17, 2006.

"Hazardous Substances" shall have the meaning ascribed to such term in the Environmental Exhibit.

"Grant Agreement" means that certain Grant Agreement, dated as of _____, 2009, by and between City and Donald W. Reynolds Foundation, a Nevada nonprofit corporation (the "Reynolds Foundation").

"Interlocal Agreement" shall have the meaning set forth in the eighth Recital.

"LOA" means that Lease and Operating Agreement in the form attached hereto as **Exhibit "G"**.

"Museum Project" means a museum, Courtyard (to the extent not a part of the Primary Theater Project) and/or other mutually acceptable use to be located on the northern portion of the Remainder Site as shown on **Exhibit "C-2"**.

"Museum Site" shall have the meaning set forth in Section 2(b)(ii).

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Operating Budget" means a projected budget of all the costs and expenses for the operation of the Primary Theater Project by PAC for the first five (5) years.

"Operating Endowment" means that endowment pledged by the Reynolds Foundation to PAC pursuant to that certain Endowment Agreement, dated March 17, 2005, as amended.

"Original Agreement" shall have the meaning set forth in the fifth Recital.

"Owners' Association" shall mean the Union Park Master Association formed pursuant to that Community Charter for Union Park for the purpose of owning, managing, and maintaining all common area improvements in Union Park, governing various issues within Union Park and for developing the Union Park Design Standards and rules and regulations created in connection therewith or in any way relating thereto.

"PAC" shall have the meaning set forth in the first paragraph.

"PAC Campus Project" means the Primary Theater Project, and, to the extent undertaken by PAC, any Future Phases.

"PAC Campus Site" means the 4.77-acre site more particularly described and depicted on **Exhibit "C-1"** attached hereto and includes, without limitation, all surface and subsurface soils

and surface water, all water percolating in the surface and subsurface soils, and all underground water.

"PAC Contingency Amount" shall have the meaning set forth in Section 6.2(b).

"PAC Default" shall have the meaning set forth in Section 10.1.

"PAC Obligations" shall have the meaning set forth in the Environmental Exhibit.

"PAC Project Representative" means that person designated by PAC pursuant to Section 4.1 hereof to serve as its representative and primary point of contact in connection with all matters relating to this Agreement.

"Parking Garage" shall have the meaning set forth in Section 2.2(b).

"Party(ies)" shall have the definitions set forth in the first paragraph of this Agreement.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"Pledged Rental Car Fees" shall have the meaning set forth in the seventh Recital.

"Pre-Construction Costs" shall have the meaning set forth in Section 6.1(a).

"Primary Theater Project" means the buildings containing the primary performing arts center theater of no less than 2,000 seats, the Education Building, and any corresponding space (including, but not limited to, back-of-house space) needed to operate the foregoing, including the Service Court as shown on **Exhibit "C-2"** attached hereto. Also included in the Primary Theater Project is the installation and/or construction of a temporary surface for the Courtyard. All other work related to the Courtyard shall be part of the Museum Project. The buildings comprising the Primary Theater Project shall be designed and constructed in accordance with this Agreement and ultimately leased to and operated by PAC pursuant to the LOA.

"Primary Theater Site" means a portion of the 4.77-acre site, identified as the Large Hall, the Education Center, Courtyard and the Service Court, which is indicated with hatched lines on **Exhibit "C-1"** attached hereto, which shall be sufficient in size and orientation to construct the Primary Theater Project, the metes and bounds for which shall be approved in writing by the City Parties.

"Private Use Limitation" means that no more than nine percent (9%) of the value of the space in the Primary Theater Project which has been financed with the Bonds can be used by entities other than (i) not-for-profit entities qualifying pursuant to Section 501(c)(3) of the Tax

Code in activities that are not unrelated trades or businesses for those entities determined by applying Section 513 of the Tax Code, and (ii) state and local governments.

"Project Budget" means a budget as revised from time to time setting forth the estimated Projects Costs for the Primary Theater Project.

"Project Contracts" means the Architect's Agreement, the Construction Contract, and all other contracts related to the design and construction of the Primary Theater Project other than contracts between PAC and the Project Manager, PAC Project Representative, cost consultants, theatre consultants and acoustical engineers.

"Project Costs" shall mean all costs and expenses of designing, constructing and equipping the Primary Theater Project but excluding, except as specifically provided in the Environmental Exhibit, all City Work Costs and all other costs which, pursuant to the terms hereof, shall not be paid out of the Construction Fund.

"Project Information" means those studies, reports and other information referenced in **Exhibit "D"** attached hereto.

"Project Manager" means a project management firm engaged by PAC to represent PAC and City in connection with the design and construction of the Primary Theater Project and to provide project administration, value engineering and estimating services.

"Project Manager Contract" means the contract between PAC and the Project Manager.

"Project Representative" shall have the meaning set forth in Section 4.1.

"Remainder Site" means the PAC Campus Site less the Primary Theater Site. The Remainder Site is shown as the non-hatched areas on **Exhibit "C-1"** attached hereto.

"Rental Car Contingency Amount" shall have the meaning set forth in Section 6.2(b).

"Rental Car Fee" shall have the meaning set forth in the sixth Recital.

"Requirement" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over City, CP, PAC or the Primary Theater Project or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Primary Theater Project, or any vault in or under the Primary Theater Site (including, without limitation, Environmental Laws, the American with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of City and any of the foregoing of any applicable fire rating bureau or other body exercising similar functions)

(collectively, "Applicable Laws"); (ii) any temporary or final certificates of completion and/or occupancy issued for the Primary Theater Project or City Work, as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried in connection with the design and construction of the Primary Theater Project; (iv) the Union Park Design Standards and (v) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record.

"Responding Party" shall have the meaning set forth in Section 2.3(a).

"Response Period" shall have the meaning set forth in Section 2.3(b).

"Requesting Party" shall have the meaning set forth in Section 2.3(a).

"Reynolds Construction Grant Fund Contribution" shall mean the Grant (as defined in the Grant Agreement), which will be paid to City for the construction and development of the Primary Theater Project in accordance with the provisions of the Grant Agreement.

"Reynolds Foundation" shall have the meaning given such term in the definition of "Grant Agreement".

"Schematic Design Documents" means design documents based on the agreed Primary Theater Project building program which establishes the site plan for the entire PAC Campus Site, parking and access, pedestrian access and open space, conceptual elevations, 3-D massing, building program, and a preliminary LEED checklist, in order to illustrate the scale and relationship of the PAC Campus Site building components, including the Preliminary Theater Site site plan, preliminary building plans, sections and elevations.

"Site(s)" means all or any of the Primary Theater Site and the Remainder Site.

"Target Date" shall have the meaning set forth in Section 2.2(b)(i).

"Tax Code" shall have the meaning set forth in Section 6.7.

"Symphony Park" shall have the meaning set forth in the first Recital.

"Symphony Park Design Review Committee" shall mean the committee, formed by the City Parties in consultation with Newland Communities, LLC, which shall be responsible for reviewing the Schematic Design Documents, the Design Development Documents, and the Construction Documents for the Primary Theater Project, and which shall be responsible for reviewing all required design document submittals for the remainder of the PAC Campus Project.

"Symphony Park Design Standards" shall mean all design standards incorporated in the Site Development Plan Review denoted by Case Number SDR-16267 and approved by the Las Vegas City Council on November 16, 2006, and any future amendments thereto.

"Unresolved Issue" shall have the meaning set forth in Section 10.5(a).

ARTICLE 2

GENERAL INTENT

Section 2.1 General. The Parties agree that the overall purpose of this Agreement is to govern the design, financing, construction and ultimate leasing to PAC of the Primary Theater Project, and to provide for the development of the Remainder Site. The Parties acknowledge that the overall effort of the development of the Primary Theater Project and the Remainder Site will take their mutual good faith cooperation and effort. The Parties hereto agree to cooperate to achieve the objectives hereof by furnishing such information to the other as is Determined necessary by a Party over the term hereof to effectuate the intent and purposes hereof, including, without limitation, any continuing disclosure agreements which may be needed under any Requirements including the Requirements of the United States Securities Exchange Commission. The Parties agree that the Primary Theater Project is a public work project as defined in Chapters 338 and 339 of NRS and is subject to all other Requirements governing the construction of public work projects in the State of Nevada. Except as provided in the LOA, the Parties agree that the Primary Theater Project at all times will remain the property of and owned by City, including, without limitation, all material whether on-site or off-site used in constructing the Primary Theater Project.

Section 2.2 Phased Development of the PAC Campus Site. The Parties have agreed to develop the PAC Campus Site in multiple phases. The Parties shall enter into such amendments and modifications to this Agreement and the LOA and such other additional documents as may be reasonably required to reflect the phasing of the development of the PAC Campus Site.

(a) Primary Theater Project. The Primary Theater Project shall be constructed on the Primary Theater Site and, upon Final Completion, shall be leased to PAC pursuant to the LOA.

(b) Remainder Site. Currently, the Parties intend for the Remainder Site to be the site of both the Museum Project and a potential City parking garage with approximately 400 parking spaces for the use by patrons of the Primary Theater Project and the Museum Project (the

"Parking Garage"). The approximate location of each of these uses on the Remainder Site is shown on **Exhibit "C-2"** attached hereto. These uses will be addressed at a later date by separate agreements between City and PAC, including a separate lease made by City in favor of PAC for the Remainder Site.

(i) Parking Garage. City shall use commercially reasonable efforts to design, develop, construct and operate the Parking Garage; provided, however, that City may use a third party to operate the Parking Garage. In the event that City, despite its exercise of commercially reasonable efforts, is unable to commence construction of the Parking Garage within three (3) years from the date of issuance of the Certificate of Occupancy for the Primary Theater Project by the City of Las Vegas Building and Safety Department (the third (3rd) anniversary of the date of issuance of said certificate of occupancy being the "Target Date"), then (A) City shall be relieved of any obligation to build the Parking Garage on the portion of the Remainder Site intended therefor (the "Garage Site"); and (B) from and after the Target Date, PAC shall have the exclusive right and option to develop the Garage Site as parking facilities and/or such other uses as City and PAC may mutually agree; provided, however, that in the event PAC does not commence construction of such development prior to the third (3rd) anniversary of the Target Date, PAC's exclusive right and option to develop the Garage Site shall terminate.

(ii) Museum Project. Currently, PAC is in discussions with a museum about the possibility of PAC constructing the Museum Project and leasing space within the Museum Project to such museum. PAC shall have the exclusive right and option to develop the portion of the Remainder Site intended for the Museum Project (the "Museum Site"); provided, however, that in the event PAC does not commence construction of such development prior to the earlier of (A) the Target Date; or (B) the date the pledged funding for the Museum Project from the Reynolds Foundation expires, if ever, PAC's exclusive right and option to develop the Museum Site shall terminate.

(iii) Commercial Projects. The Parties agree that the Remainder Site may be used for Commercial Projects in addition to or instead of the Parking Garage and the Museum Project. The management and costs of the operations of these commercial spaces within the Remainder Site will be the sole responsibility of PAC, including, but not limited to, responsibility to provide parking for the Commercial Projects.

(iv) Interim Period. PAC may use the Remainder Site for construction staging during the construction of the Primary Theater Project. During the period commencing upon completion of construction of the Primary Theater Project and continuing until commencement of construction of any Future Phase, PAC shall install and maintain a fence with a screen around the perimeter of the Remainder Site to the extent such site is visible to the public.

(v) No Obligation to Develop. Notwithstanding anything herein to the contrary, PAC shall not have any obligation to develop the Remainder Site or any portion thereof.

Section 2.3 Approval of a Party. In the event a Party seeks a Determination, Approval or Estimate from the other Party, then the following procedures shall apply:

(a) The Party seeking the Determination, Approval or Estimate ("Requesting Party") shall notify the other Party ("Responding Party") of such request in writing along with all supporting information and documentation for the Responding Party to respond in an informed manner.

(b) The Responding Party shall respond in writing within thirty (30) days (the "Response Period") either granting or denying the request with a written description why the request was denied in the event of a denial by the Responding Party. If the Responding Party fails to respond to the Requesting Party within the Response Period, then the Responding Party shall be deemed to have granted the request of the Requesting Party.

(c) After a denial, the Requesting Party shall have the option to resubmit to the Responding Party revisions of the specific submissions addressing the Responding Party's objections.

(d) In the event (i) the Requesting Party elects not to resubmit the request or (ii) after the resubmission of the item objected by the Responding Party the Parties cannot agree on the final submission, the matter will be referred to resolution pursuant to the provisions of Section 10.5.

The Parties agree that they may be able to rely conclusively on the Approval, Estimate or Determination of the other Party's Project Representative in connection with this Section 2.3. Notwithstanding anything to the contrary contained in this Agreement, the Response Period shall be extended for City if City determines that the City Council must review any matter submitted

to City under this Section 2.3 by such time period as reasonably necessary to submit such matter to the City Council for consideration, provided, however, that City shall provide PAC with a written notice during the Response Period of such determination and its Estimate of the required time for a response from the City Council.

Section 2.4 LOA. Within five (5) business days after the occurrence of Final Completion, City and PAC shall execute and enter into the LOA and deliver it to the other; provided, however, that a condition precedent thereto is that the Operating Endowment remains in effect. City and PAC agree that upon execution and delivery of the LOA, the LOA shall govern and control the relationship of City and PAC as it relates to the Primary Theater Project, Primary Theater Site and the operation thereof.

Section 2.5 Exclusivity. Each of City and CP agrees that so long as this Agreement and/or the LOA is in effect City and CP shall deal exclusively with PAC and not negotiate with third parties in connection with the development and operation of a performing arts center within Union Park unless it is an accessory use to a hotel/casino. Notwithstanding the foregoing, the City may consider pursuant to Title 19 of the Las Vegas Municipal Code a site development plan application or similar entitlements for the operation of a private theater or similar land use within the City of Las Vegas city limits other than within Union Park.

Section 2.6 Symphony Park. PAC acknowledges and agrees that Union Park is intended to be developed as a mixed-use urban development, including, without limitation, office, residential, a performing arts center, medical facilities and other uses.

Section 2.7 Interlocal Agreement. Pursuant to NRS 244A.860 and the Interlocal Agreement, City assumed all responsibility for the acquisition, design, construction, improvement, equipment, operation and maintenance of the Primary Theater Project and agreed to use the Pledged Rental Car Fees to pay the costs incurred for the acquisition, development, construction, operation and maintenance the Primary Theater Project, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof. Pursuant to NRS 244A.860 and subject to and in accordance with the terms of this Agreement, City hereby delegates to PAC, and PAC hereby assumes from City, all responsibility for the design, equipment, operation and maintenance of the Primary Theater Project and PAC

agrees to use the Pledged Rental Car Fees that it receives from City to pay the costs associated with such obligations.

ARTICLE 3

PAC CAMPUS SITE

Section 3.1 PAC Campus Site Plan.

(a) The Parties agree that the various components of the PAC Campus Site will be constructed pursuant to a master site plan prepared by PAC in connection with the design of the Primary Project (the "Campus Site Plan"). The current Campus Site Plan is attached hereto as **Exhibit "C-2"**. The Campus Site Plan will be modified from time to time as the projects thereon are designed. The Campus Site Plan shall show building footprints, parking requirements and configuration, on-street parking to be reserved as public rights-of-way, ingress and egress and traffic flow solutions and shall show the Remainder Site within the PAC Campus Site. The Campus Site Plan will be subject to CP's review and Approval. The Campus Site Plan will be in conformance with all applicable Requirements. In connection therewith, PAC and CP agree that (i) the parking for the Primary Theater Project will not be required to be located on the PAC Campus Site but rather will be provided by City and CP elsewhere within Union Park and/or adjacent properties in accordance with the LOA and (ii) PAC shall be solely responsible for providing the parking for any Commercial Projects within the PAC Campus Site, regardless of the location of such parking.

(b) To accommodate the Primary Theater Project, CP shall approve of certain, non-exclusive access easements required for accessing the Primary Theater Project Site and which are mutually agreeable to the Parties. Such easements shall be limited expressly to that area or areas deemed necessary by the Parties and where there is neither a commercially reasonable design alternative, nor ingress and egress from adjacent, future public rights of way (either City Parkway, Discovery Drive, or the Promenade). CP agrees to grant such access easements to PAC prior to, or concurrent with execution of the LOA.

(c) To accommodate the construction of the Primary Theater Project and as part of the City Work described in Section 7.1, CP has approved of raising the grade of the proposed streets adjacent to the PAC Campus Site in accordance with the Grading Plan. Notwithstanding the foregoing, CP may change such Grading Plan as may be necessitated by the preparation of, and adherence to a Technical Drainage Study for Union Park.

Section 3.2 PAC Campus Site Condition and Obligations.

(a) PAC acknowledges that it has undertaken its own independent reviews, investigations and testing of (i) the physical condition of the PAC Campus Site including the existence of Hazardous Substances in soil and groundwater located within or upgradient from the PAC Campus Site, (ii) the feasibility of developing the PAC Campus Project or any portion thereof and (iii) all other matters deemed necessary in PAC's sole judgment to determine the overall risk and feasibility of PAC's investment of monetary and other resources into the PAC Campus Project or any portion thereof. PAC hereby specifically acknowledges that such reviews, investigation and testing has enabled PAC to adequately assess the feasibility of developing the PAC Campus Project. PAC acknowledges that (i) PAC is not relying on any representations or warranties made by City or City's agents except as specifically set forth herein and (ii) except as otherwise provided in this Agreement, City shall not be liable to PAC, in any event whatsoever, to correct any latent or patent defects in the PAC Campus Site or surrounding areas. City represents and warrants that it has provided PAC with the Project Information. All Project Information provided by City to PAC, including, without limitation, those studies, reports, and other documents relating to Hazardous Substances in soil and groundwater within and without the PAC Campus Site, have been delivered without representation or warranty.

(b) The Parties acknowledge that they are aware of the presence of certain Hazardous Substances on the PAC Campus Site and the need to conduct remediation of such Hazardous Substances, in whole or in part, in connection with any development of the PAC Campus Site and to comply with all Environmental Laws relating to the remediation of such Hazardous Substances.

(c) City agrees at its sole cost and expense to perform City Obligations on the terms and conditions set forth in the Environmental Exhibit. PAC agrees that, except for the City Obligations, City shall have no obligation to remediate, dispose of, or otherwise handle Hazardous Substances on, in, about, or emanating from the PAC Campus Site in accordance with Environmental Laws.

Section 3.3 PAC's Access to PAC Campus Site.

(a) PAC, and its agents, representatives and employees (including, without limitation, architects and engineers), will have the right to enter upon and inspect the PAC Campus Site as PAC may determine necessary in connection with its rights and obligations under

this Agreement and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as PAC may reasonably require, provided that such inspections and tests will not materially damage the PAC Campus Site in any respect.

(b) PAC agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the surface of the PAC Campus Site, PAC will provide City with a copy of the engagement letter for such activities with the consultant retained by PAC and a detailed description of the intended scope of activities on the PAC Campus Site. PAC agrees that such engagement letter shall be subject to the Approval of City, which Approval shall, in this instance only, be granted or denied within five (5) business days of PAC's submission of such engagement letter to City, subject to City obtaining any required approvals of the same from the State of Nevada Department of Environmental Protection and/or Union Pacific Railroad of Omaha, Nebraska. PAC agrees that City shall have the right to have its representatives present during such activities. In addition, PAC acknowledges that Union Pacific Railroad may have to be notified of such investigations and may have representatives present during such investigations.

(c) All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all Requirements. PAC will promptly restore or cause to be restored the PAC Campus Site to its original condition as existed prior to any such inspections and/or tests. If PAC, its agents, representatives or employees undertake any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the PAC Campus Site and PAC will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the PAC Campus Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, PAC agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City and its respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) resulting from or relating to PAC's tests and inspections pursuant to this Section 3.3. The indemnity obligations of PAC under this Section will survive any termination of this Agreement. PAC covenants and agrees upon request of City to promptly

deliver to City without charge therefor, the results and copies of any and all third party feasibility studies, including, but not limited to, environmental studies, soils studies, market studies and financial analyses and related correspondence.

Section 3.4 Reserved.

Section 3.5 Owners' Association. CP is in the process of creating the Owners' Association. PAC agrees that pursuant to the LOA, PAC will be required to comply with the Owners' Association in all respects, including the payment of all regular and special assessments levied against the PAC Campus Site, whereby such assessments shall be subject to a reduced fee structure for nonprofit organizations described in Section 501(c)(3) of the Tax Code or comparable status under the Tax Code.

ARTICLE 4

DESIGN OF PRIMARY THEATER PROJECT; PRIMARY THEATER PROJECT BUDGET; PRIMARY THEATER PROJECT APPROVALS; FUTURE PHASES

Section 4.1 Design of Primary Theater Project. Each of PAC and City agrees to appoint a representative ("Project Representative") to serve as such Party's primary representative in connection with the development of the Primary Theater Project. PAC and City agree that they shall work together in the design and budgeting of the Primary Theater Project, but that PAC shall take the lead in the design of the Primary Theater Project. PAC agrees that the design of the Primary Theater Project shall conform to the Union Park Design Standards in place at time approval is sought, notwithstanding the ability of PAC to request a commercially reasonable waiver pursuant to the process described in Section 5.0, "Design Review Process" of the Union Park Design Standards. PAC agrees that City shall have the right to have the City Project Representative and other City staff members as determined by City attend all regular and other major meetings related to the design of the Primary Theater Project. In connection therewith, PAC agrees to provide City with a schedule of regular and special meetings related to the design of the Primary Theater Project so that the City Project Representative and other City staff members as determined by City may attend all such meetings. PAC agrees to coordinate such meetings so that the City's Project Representative will be able to attend and that such meetings will be no less than monthly during the design process. PAC and City agree that the design of the Primary Theater will be funded as set forth in Section 6.1 hereof.

Section 4.2 Architect and Major Design Consultants. PAC and City agree that PAC will engage an Architect to provide all of the design, engineering and construction administration services required for the design and construction of the Primary Theater Project. It is the mutual intent of the Parties that the Architect shall engage all other professionals and consultants necessary for all design and construction period services for the Primary Theater Project except for the Project Manager, PAC Project Representative, cost consultants, theatre consultants, acoustic engineers and any other professionals Approved in writing by City. In connection with the Architect and the other design professionals other than those excluded in this Section 4.2 above, the following guidelines shall apply:

(a) PAC agrees that City will have at least two representatives on any selection committees formed to choose the Architect and other design professionals other than those excluded pursuant to this Section 4.2 above.

(b) The Architect Agreement will be subject to the Approval of City and PAC and will be entered into only by PAC and will provide, in part, that (i) City is the owner of the Project and will be entitled to enforce all rights of PAC under the Architect Agreement, (ii) City is a third party beneficiary to PAC's rights under the Architect Agreement and has the right to assume PAC's interest in the Architect Agreement upon the occurrence and continuation of a PAC Default hereunder, (iii) the Architect shall only look to PAC for payment in connection with its services and that City shall have no liability for any amounts due to the Architect in connection with its services, (iv) any proposed waiver or release of the Architect's obligations under the Architect Agreement will require City's Approval in writing, (v) the Architect maintain professional liability coverage in the amount of no less than $3,000,000, comprehensive general and auto liability insurance in a combined single limit of no less than $1,000,000 and workmen's compensation insurance as required by all applicable Requirements with such insurers as Approved by City and PAC; and (vi) City shall be named as the owner under all policies of insurance required by the Architect Agreement, and both City and PAC shall be named additional insureds on the comprehensive general and auto liability insurance policy.

Section 4.3 Design Schedule. PAC, in consultation with the Architect and the Project Manager, shall provide City with a schedule for the design of the Primary Theater Project by the Architect for City's Approval. PAC and City agree that such schedule for the design of the

Project shall include, but not be limited to, the following critical path items for Approval by City and by the Union Park Design Review Committee pursuant to Section 2.3 hereof:

(a) Conceptual drawings of the Primary Theater Project prepared by the Architect along with a Project Site plan and the building program for the Primary Theater Project, including a written program which shall set forth PAC's objectives, schedule, constraints and criteria, including space requirements and relationships and site requirements.

(b) Schematic Design Documents along with a preliminary Project Budget.

(c) Design Development Documents along with an updated Project Budget.

(d) Construction Documents along with an updated Project Budget.

City agrees that the purpose of its review and Approval of items (b) – (d) of this Section 4.3 is for the purpose of determining that the Schematic Design Documents, Design Development Documents and Construction Documents are consistent with the items Approved by the City in paragraph (a) above, and with the Union Park Design Standards. PAC acknowledges that as part of complying with the Requirements, the submittals by PAC for items (b) through (d) of this Section 4.3 shall be reviewed by both City and by the Union Park Design Review Committee. PAC agrees and acknowledges that City does not have the sole authority to review and Approve items (b) through (d) and that Approval of such items shall require the review and approval of the Union Park Design Review Committee.

Section 4.4 Project Manager. PAC agrees at all times to engage and at all times use the services of a qualified Project Manager to represent and assist City and PAC in the management of the design and construction of the Primary Theater Project. All costs of the Project Manager shall be borne directly by PAC and shall at no time be paid out of the Construction Fund. Prior to termination by PAC of the Project Manager Contract or any engagement of a replacement Project Manager, PAC shall provide City with reasonable advance written notice of the same and provide City with an opportunity to consult with PAC on such action.

Section 4.5 Project Budget and PAC Fundraising.

(a) The Parties agree that during the design process that PAC shall formulate and the Parties shall from time to time refine the Project Budget with the goal that upon completion of the design of the Primary Theater Project and as a condition precedent to the bidding of the Construction Contract the Parties shall have a mutually Approved Project Budget.

PAC shall formulate the Project Budget and the Parties shall refine the Project Budget all in cooperation with the Project Manager. The Project Budget will contain from time to time the estimated amount of City Construction Fund Contribution, the Reynolds Construction Grant Fund Contribution and the Construction Contingency Fund. The Parties agree that the final Project Budget shall require the mutual Approval of the Parties.

(b) In addition to the Project Budget, the Parties agree that during the design process that PAC shall formulate and refine the Operating Budget for the Smith Center for review and Approval of City. The Operating Budget will include the estimated funds available from the Operating Endowment and projected Excess Fees, if any.

(c) PAC agrees to continue its fundraising campaign to raise any and all funds needed for the Operating Budget in excess of what is readily available from the Operating Endowment and projected Excess Fees, if any. PAC agrees to diligently pursue such fundraising campaign and to keep the City's Project Representative fully informed in writing on a quarterly basis as to the actual and projected progress of such fundraising campaign.

Section 4.6 Project Approvals. Except for permits and approvals related to the City Work, PAC shall be responsible for obtaining all permits and approvals required for the construction of the Primary Theater Project. The costs of such permits and approvals shall be funded pursuant to Section 6.1 hereof. PAC agrees and acknowledges that nothing in this Agreement constitutes an approval of or permits for the construction of the Primary Theater Project and that all approvals and permits for the construction of the Project must be obtained by PAC pursuant to all applicable Requirements. City agrees to cooperate in the permitting and approval process and City will sign all permit applications required for the Primary Theater Project.

Section 4.7 Design and Construction of Future Phases. PAC shall be solely responsible at its sole cost and expense for the design and construction of each Future Phase on the PAC Campus Site other than the Parking Garage if it is developed and constructed by City. PAC agrees that no proceeds from the Bonds and no other monies or funds of the City Parties will be available or obligated in anyway to pay for the cost of design, construction and operation of the Future Phases unless City agrees to develop and construct the Parking Garage. Notwithstanding the foregoing, PAC may use such funds for design and construction costs of mechanical equipment or electrical equipment which serve the Primary Theater Site and Future

Phases, to the extent permissible by City Bond Law. Until the Target Date, PAC shall design each Future Phase so that the Garage Site remains available and usable for the development of a Parking Garage.

ARTICLE 5

CONSTRUCTION OF THE PROJECT

Section 5.1 Selection of CMAR and Award. The Parties agree that the Primary Theater Project shall be the first phase of the PAC Campus Project and is a public work project which will be constructed by City in compliance with NRS. The Parties agree that the Primary Theater Project will be constructed by selecting and entering into a contract between City and a Construction Manager at Risk pursuant to NRS 338.169 through NRS 338.1699. As noted in the definition of "CMAR", Whiting-Turner Contracting Company has been selected as the CMAR and shall perform preconstruction and construction services for the Primary Theater Project. CMAR has been performing preconstruction services and upon completion of the design of the Primary Theater Project, City will award the Construction Contract to CMAR for a total guaranteed maximum price. The Parties agree that City shall not be required to proceed with the award of the Construction Contract unless the following conditions precedent are fulfilled or waived by City at its sole discretion:

(a) CMAR has provided a written, constructability review to City that (i) the design of the Primary Theater Project is complete in all respects pursuant to the Architect Agreement and the Primary Theater Project is ready to be awarded to CMAR for construction and (ii) the latest Project Budget is a fair and accurate estimate of the Primary Theater Project;

(b) City is prepared and has determined that it will be able to issue the Bonds in a principal amount not less than the amount projected in the then current Project Budget, has further determined that it can issue Bonds on reasonable underwriting parameters and past underwriting criteria of City and has obtained all third party approvals required by the Requirements for the issuance of the Bonds, including any approvals required under the Interlocal Agreement (City agrees that, provided it may lawfully do so, it will act reasonably in making or not making the determinations in this Section 5.1(b));

(c) City and the Reynolds Foundation have entered in the Grant Agreement;

(d) All permits and approvals for the construction of the Primary Theater Project have been obtained or City has determined that they will be obtained during construction when required by applicable Requirements;

(e) The Parties have mutually approved the then current Project Budget in writing;

(f) (i) the Operating Endowment remains committed and in full force in all respects as confirmed in writing by the Reynolds Foundation; and (ii) PAC has entered into an amendment to the Endowment Agreement in order to obtain the Reynolds Foundation's approval of the estimated Final Completion Date;

(g) there is no occurrence and continuance of a material PAC Default;

(h) the County has performed and continues to perform pursuant to the Interlocal Agreement and has paid and continues to pay City all of the Pledged Rental Car Fees required to be paid to City pursuant to the Interlocal Agreement; and

(i) the CMAR has provided a performance, payment and completion bond covering 50% of the construction costs of the Primary Theater Project pursuant to the Construction Contract (the "Completion Bond").

Section 5.2 Award of Construction Contract. Upon the fulfillment of the Bidding Requirements, City will promptly award the Construction Contract to CMAR for construction of the Primary Theater Project. City agrees to use commercially reasonable efforts in consulting with PAC prior to the award of the Construction Contract, to the extent permissible under NRS.

Section 5.3 Construction of Primary Theater Project. The Parties agree that City will be entering into the Construction Contract with CMAR and that the Project Manager will principally administer and enforce the Construction Contract on behalf of City and PAC subject to the terms of the Construction Contract. PAC shall be a third party beneficiary to City's rights under the Construction Contract and PAC and the Project Manager shall also be an additional insured under all insurance policies required thereunder. In connection with the Construction Contract, the Parties agree as follows:

(a) The Project Manager will continue to manage the construction of the Primary Theater Project pursuant to the Project Manager Contract.

(b) The City Project Representative will be invited and permitted to attend all regular Primary Theater Project meetings and any other meetings determined material by the City Project Representative.

(c) The City Project Representative will be fully informed of all developments relating to the Primary Theater Project and will be copied on all correspondence received or originated by PAC, the Project Manager or the Architect during construction of the Primary Theater Project.

(d) Any of the following must first be Approved in writing by PAC prior to implementation by City: (i) any proposed modification to the Construction Contract, (ii) any proposed waiver of any of City's rights under the Construction Contract, (iii) any proposed waiver or release of the CMAR's obligations under the Construction Contract and (iv) any proposed waiver of any conditions to payment due under the Construction Contract.

(e) Except for non-monetary field change orders and monetary change orders in an amount less than $25,000, which are approved by the Project Manager, all change orders must first be approved in writing by both Parties.

(f) PAC and the Project Manager shall consider in good faith all directions from City to PAC which are Determined necessary by City in connection with the administration of the Primary Theater Project.

(g) City shall make all payments due under the Construction Contract in strict compliance with the terms of the Construction Contract.

(h) At such time that (i) City Determines that the Project Manager is not administering the Construction Contract in a manner Determined by City in the best interest of the Primary Theater Project or (ii) a material PAC Default has occurred and is continuing, City may take over direct administration and management of the Construction Contract and the construction of the Primary Theater Project subject to the terms of this subsection (h). City agrees that in the event City Determines that the Project Manager is not administering the Construction Contract in a manner Determined by City in the best interest of the Primary Theater Project, City shall give prior written notice of such determination to PAC and, prior to City exercising any rights under this subsection (h), PAC shall have thirty (30) days to rectify the problems to City's Approval, including the engagement of a new Project Manager. In the event PAC disagrees with such Determination or PAC does not rectify the problems to City's Approval, PAC shall have the right

to seek resolution of such dispute in accordance with Section 10.5 prior to City exercising any such rights.

(i) City and PAC agree that, pursuant to the LOA, City shall assign to PAC any and all rights and warranties of City related to the Project Contracts and the construction of the Primary Theater Project and that PAC will be entitled to enforce all such rights and warranties. PAC acknowledges that it shall have no cause of action whatsoever against City in connection with the design and construction of the Primary Theater Project and shall look only to the Architect, CMAR and other design professionals in connection with any defects, latent or patent, or other deficiencies or problems in the design and construction of the Primary Theater Project.

Section 5.4 Notice to Proceed. The Parties agree that City shall not issue the notice to proceed to CMAR until the following conditions precedent are satisfied:

(a) City has issued the Bonds in the amounts and on the terms set forth in the then current Project Budget;

(b) All conditions as set forth in Section 5.1 remain fulfilled; and

(c) The financial or any other condition of CMAR has not changed such that City has determined that CMAR is not able to perform under the Construction Contract.

Section 5.5 Construction Insurance. The Parties agree that all of the insurance required under the Construction Contract shall be maintained during the course of construction of the Primary Theater Project and the cost thereof shall be a Project Cost.

Section 5.6 Casualty. PAC agrees that all insurance proceeds payable in connection with damage or destruction of the Primary Theater Project prior to Final Completion shall be payable to City to be deposited in the Construction Fund pursuant to the terms and conditions of this Agreement. Prior to Final Completion, City shall have the sole right to settle, compromise or adjust any insurance or other claim in such manner as City may determine, and for this purpose, City may take such action as City deems appropriate. City shall apply all such insurance proceeds to the repair and or restoration of the Primary Theater Project upon the satisfaction of the following conditions (a) all such insurance proceeds are deposited with City; (b) PAC shall have deposited with City the amount necessary, if any, to pay the difference between the cost of restoration or repair of the Primary Theater Project and the amount of such insurance proceeds; (c) PAC shall have delivered to City a budget of all costs of reconstruction,

repair and or restoration for the Primary Theater Project, reasonably acceptable to City; and (d) City and all applicable Governmental Authorities shall have approved the final plans and specifications for the reconstruction, repair or restoration of the Primary Theater Project. Subject to the conditions set forth in the foregoing sentence, City shall disburse such insurance proceeds from the Construction Fund as necessary to pay for the reconstruction, repair or restoration of the Primary Theater Project pursuant to the terms of the Construction Contract. Notwithstanding anything herein to the contrary, any and all insurance proceeds payable in connection with damage or destruction to furniture, fixtures and/or equipment of the Primary Theater Project which were paid for by PAC (and not paid from the Construction Fund) shall be payable to PAC.

Section 5.7 Termination of Agreement. The Parties agree that in the event that all of the conditions precedent for the award of the Construction Contract set forth in Section 5.1 hereof are not fulfilled by May 31, 2009 for any reason whatsoever, then either Party shall have the right to terminate this Agreement upon written notice to the other Party. Upon such termination of this Agreement, all respective rights and obligations of the Parties under this Agreement (including, without limitation Section 2.5 hereof) shall terminate and be null and void except for the Parties obligations pursuant to Section 6.1 and Section 10.6 hereof.

ARTICLE 6

FINANCING OF THE DEVELOPMENT OF THE PRIMARY THEATER PROJECT

Section 6.1 Design.

(a) PAC agrees that it shall be responsible for funding all the services of the Project Manager and other preconstruction services (including obtaining Primary Theater Project permits and approvals in accordance with Section 4.6 above) through the award of the Construction Contract by City (the "Pre-Construction Costs") subject to the contribution by City to PAC of Pledged Rental Car Fees pursuant to paragraph (b) below. PAC agrees that it shall be responsible for funding all the services of the Architect regardless of when such services are rendered.

(b) City agrees to pay PAC Pledged Rental Car Fees received by City prior to issuance of the Bonds at such time as (i) the conceptual drawings referenced in Section 4.3(a) above have been approved by City; and (ii) an initial Project Budget has been Approved by City. Such Pledged Rental Car Fees shall be applied along with PAC funds to pay all such Pre-Construction Costs.

(c) Until the issuance of the Bonds, PAC agrees that no later than February 1 of each year PAC shall submit to City PAC's projected preconstruction budget for the twelve (12) month period commencing on the next July 1 in detail reasonably acceptable to City. Such budget shall set forth and include PAC's request to use any Pledged Rental Car Fees projected to be received during such twelve (12) month period.

(d) After the issuance of the Bonds and until Final Completion, PAC agrees that no later than February 1 of each year PAC shall submit to City PAC's projected construction budget for the twelve (12) month period commencing on the next July 1 in detail reasonably acceptable to City. Such budget shall set forth and include PAC's request that any Excess Fees projected to be received during such twelve (12) month period be deposited into the Construction Fund. Subject to Section 6.1(e) below, after issuance of the Bonds but prior to Final Completion, City shall deposit such Excess Fees into the Construction Fund.

(e) All of the City's obligations under this Agreement are subject to the City Council lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon City only to the extent such an appropriation is made. Nothing contained in this Agreement obligates City to make any such appropriation. City agrees that any Pledged Rental Car Fees received by City shall be used as permitted only by NRS 244A.860(3) and the Interlocal Agreement. Subject to the first sentence of this Section 6.1(e), City agrees that the City Manager shall, in the budget presented to the governing body of City for each of the City's fiscal years, show (i) prior to the issuance of the Bonds, any Pledged Rental Car Fees as being used for the purposes permitted by NRS 244A.860(3) and the Interlocal Agreement that are shown in such projected annual preconstruction budget pursuant to Section 6.1(c); (ii) after the issuance of the Bonds and until Final Completion, any Excess Fees as being used for the purposes permitted by NRS 244A.860(3) and the Interlocal Agreement that are shown in such projected annual construction budget pursuant to Section 6.1(d); and (iii) appropriations for any other obligations of City under this Agreement for such fiscal year. Payments of Pledged Rental Car Fees prior to the issuance of the Bonds, if any, shall be made to PAC quarterly. After the issuance of the Bonds but prior to Final Completion, payments of Excess Fees, if any, shall be deposited into the Construction Fund quarterly.

Section 6.2 Construction of the Project and Cost Overruns.

(a) The Parties agree that construction of the Primary Theater Project shall be funded solely out of the Construction Fund. PAC agrees that City shall have no other obligation whatsoever to provide any other elements of work, material or funds for the construction of the Primary Theater Project whatsoever other than (i) the amounts to be paid by City pursuant to Section 6.1, (ii) the City Construction Fund Contribution, (iii) the City Contingency Amount and (iv) the City Work Cost.

(b) Prior to the commencement date of the construction of the Primary Theater Project, City shall transfer Three Million Seven Hundred Seven Thousand Dollars ($3,707,000) from deposited rental car funds (the "Rental Car Contingency Amount"), and contribute Eight Million Dollars ($8,000,000) (as may subsequently be reduced pursuant to this clause (b), the "City Contingency Amount"), to a construction contingency fund (the "Construction Contingency Fund"), which Construction Contingency Fund shall only be used to pay additional Project Costs as Approved by City and PAC, or, in the case of a change order to the Construction Contract in an amount less than $25,000, the Project Manager. Within six (6) months from the commencement date of the construction of the Primary Theater Project, PAC has deposited Three Million Dollars ($3,000,000), this deposit was received on October 1st 2010, into the Construction Contingency Fund (the "PAC Contingency Amount"). Upon the deposit of the PAC Contingency Amount, City shall withdraw Three Million Dollars ($3,000,000) from the Construction Contingency Fund and thereafter the City Contingency Amount shall equal Five Million Dollars ($5,000,000). The $3,000,000 will be returned to the City of Las Vegas Redevelopment Agency.

(c) In the event the Construction Contingency Fund is to be used to pay additional Project Costs in accordance with clause (b) above, the Parties agree that the Construction Contingency Fund shall be disbursed in the following order: (i) the Rental Car Contingency Amount until such funds are exhausted; and (ii) the remaining funds in the Construction Contingency Fund shall be disbursed pro-rata with 62.5% from the City Contingency Amount and 37.5% from the PAC Contingency Amount. To the extent any portion of the City Contingency Amount is used to pay additional Project Costs pursuant to the terms of this Section 6.2, PAC shall reimburse City for such amount from Excess Fees, to the extent such Excess Fees are paid to PAC, in accordance with the provisions of the LOA relating to the same. Upon (a) Final Completion, (b) joint execution by the Parties of the LOA and (c) City's payment

of all remaining Project Costs, the then remaining balance in the Construction Contingency Fund shall be distributed as follows: (A) any remaining Rental Car Contingency Amount shall be paid to PAC; and (B) the portion of the Construction Contingency Fund remaining after deducting any remaining Rental Car Contingency Amount shall be paid 37.5% to PAC and 62.5% to City.

(d) In the event the City Determines or Estimates at anytime that for any reason whatsoever the remaining Final Contract Project Cost exceeds the remaining balance of the Construction Fund, City shall have the unilateral and unconditional right to suspend construction of the Primary Theater Project until such time as PAC deposits into the Construction Fund additional funds to cover the difference between the remaining Final Construction Project Cost and the remaining balance of the Construction Fund, including any amount for liquidated damages due to delay of the Primary Theater Project pursuant to the Construction Contract unless such delay was caused by a City Default in which event City shall be required to fund the amount attributable thereto.

Section 6.3 Deposit of Construction Fund; Accounting for Bond Proceeds; Investments; Application of Bond Proceeds. The City Construction Fund Contribution, the Reynolds Construction Fund Contribution and the Construction Contingency Fund will be held by City in separate accounts or sub-accounts but will not be held in separate bank accounts. Interest income allocated according to City's generally applied principles will be credited to the Construction Fund, except that any interest income earned at yield above the yield on the Bonds, determined by City in accordance with the applicable Internal Revenue Service regulations, will be retained (or may be withdrawn) by City to make rebate payments to the United States. Amounts shall be withdrawn from the Construction Fund solely to pay Project Costs in accordance with the terms of this Agreement. In the event of any inconsistency or conflict between this Agreement and the Grant Agreement with respect to the Reynolds Construction Grant Fund Contribution, the provisions of the Grant Agreement shall control.

Section 6.4 Payment and Application of the Construction Funds. During the construction of the Project, City shall pay from the Construction Fund the payments due (a) under the Construction Contract pursuant to the terms and conditions of the Construction Contract, and (b) for all other items in the Final Contract Project Cost. City shall provide PAC with all documents related to disbursements of the Construction Fund, including, without limitation, all invoices, lien release and other documents required under or requested pursuant to

the Construction Contract. City shall provide PAC with monthly statements showing accrued interest, disbursements and remaining balance of the Construction Fund.

Section 6.5 Surplus Construction Funds. Upon (a) Final Completion, (b) joint execution by the Parties of the LOA and (c) City's payment of all remaining Project Costs, the then remaining balance in the Construction Fund shall be distributed to PAC pursuant to the terms of the LOA and only for purposes permitted under NRS 244A.860(3) and the Interlocal Agreement; provided, however, that any Construction Contingency Fund portion of the then remaining balance in the Construction Fund shall be distributed in accordance with Section 6.2(c).

Section 6.6 Issuance of the Bonds. City agrees to commence the process of issuing the Bonds in such time as to meet the projected and scheduled commencement of the construction of the Primary Theater Project. The Parties acknowledge that the amount and terms of the Bonds will be dependent on numerous factors including the estimated amount of the Pledged Rental Car Fees and the terms and conditions of the underwriting of the Bonds. PAC agrees that City is not in anyway guaranteeing or warranting the amount of the Bond Net Proceeds, the amount of the Pledged Rental Car Fees, underwriting terms and conditions or any other factors related to the issuance of the Bonds. City's only obligation with respect to this Section 6.6 is to use its good faith best commercially reasonable efforts to issue the Bonds based on the Pledged Rental Car Fees. PAC agrees that City shall have no liability whatsoever to PAC or any other Person in the event the principal amount of the Bonds, the interest rate payable thereunder, the Bond Net Proceeds or any other terms and conditions of the Bonds are not as projected or otherwise anticipated by the Parties.

Section 6.7 Tax Covenant. It is anticipated that the Bonds will be issued as tax-exempt Bonds under the provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"). Each of the Parties hereto agrees that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any of that Party's funds or the facilities financed with the proceeds of the Bonds if the act or omission (i) would cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in the adjusted earnings adjustment applicable to

corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. This covenant is to remain in force and effect until the date in which all obligations of Parties in fulfilling the tax covenant contained in the ordinance of City authorizing issuance of the Bonds have been satisfied and fully discharged. Among other things, this covenant requires that PAC maintain its status as an organization described in Section 501(c)(3) of the Tax Code while it uses any portion of the Primary Theater Project and that PAC will neither make nor allow any use of the Primary Theater Project to carry out any activity that is an unrelated trade or business for PAC determined by applying Section 513 of the Tax Code. In connection therewith, PAC agrees that its use of the Primary Theater Project shall not exceed the Private Use Limitation.

Section 6.8 Additional Funds. In the event that additional funds are contributed to the City in support of the PAC Campus Project, the use of these additional funds shall be used, subject to and restricted by per the terms of each specific funding agreement governing the additional funds contributed to the City. Notwithstanding the terms of the funding agreements, in the event these additional funds generate excess funds in the Construction Fund, said excess funds shall first be used to repay the City Three Million Dollars ($3,000,000) of the City Contingency Amount. Once the $3,000,000 has been repaid to the City Contingency Amount, any additional funds may be used to reimburse the PAC for predevelopment costs not to exceed One Million Four Hundred Forty Eight Thousand Three Hundred and Three Dollars ($1,448,303). Predevelopment costs include, but are not limited to, feasibility studies, engineering, architectural work and planning costs incurred by PAC prior to the commencement date of construction of the PAC Campus Project ("PAC's Predevelopment Costs"). This reimbursement shall be requested in writing and shall be accompanied by verifiable invoices for PAC's Predevelopment Costs. A request from PAC for reimbursement of PAC's Predevelopment Costs shall be submitted to the City with payment due no later than thirty (30) days after the receipt of the PAC's reimbursement request, subject to review and approval by the City, which approval shall not unreasonably withheld.. PAC agrees that any work product resulting from, but not limited to, feasibility studies, engineering, architectural works and related planning materials which the City reimburses shall become the property of the City. If at Final Completion, there are any additional funds that have been contributed to the City, such additional funds shall be allocated to Surplus Construction Funds shall be disbursed in accordance with

Section 6.5 of this Agreement. Additionally, a portion of excess funds created due to the contribution from Clark County School District the City will pay the Las Vegas Valley Water District water connection fee of Five Hundred Fifty-One Thousand Six Hundred Ninety-Seven Dollars ($551,697.00).

ARTICLE 7

CITY WORK

Section 7.1 City Work. City agrees that it shall complete the City Work at City's sole cost and expense. All elements of City Work Cost shall be paid directly by City and shall not be paid out of the Construction Fund. City agrees that City Work shall be complete in connection with all applicable Requirements. City further agrees that none of the Construction Fund shall be used to pay City Work Cost. City Work shall consist of the following:

(a) City shall install or cause to be installed all streets, sidewalks, utilities and any other improvements offsite to each portion of the PAC Campus Site as is necessary to construct and operate each respective phase of the PAC Campus Project, including, without limitation, electric, gas, sewer, telephone, data, cable and water. Such work shall include the work necessary to raise the grade of adjacent streets as described above in Section 3.1(c). The utilities shall be stubbed to the back of the curb in such location as Determined by City in consultation with PAC. The streets to be initially installed by City are identified on **Exhibit "E"** attached hereto. In addition, City will be installing all curb, gutter and on-street public metered parking around the perimeter and within a portion of the PAC Campus Site as part of the City Work. City shall require that such improvements remain within public rights-of-way owned by the City. Such perimeter improvements will be constructed to the standard specifications and design for Union Park in accordance with the Union Park Design Standards. PAC agrees that as Future Phases are developed by PAC any alteration or modification to such perimeter improvements will be at the sole cost and expense of PAC without any contribution or reimbursement by City.

(b) City shall perform or cause to be performed the City Obligations.

(c) City shall construct and maintain the Initial Parking Facilities as defined in the LOA.

(d) City shall take all steps to subdivide or demise the PAC Campus Site into a separate legal parcel in compliance with all applicable Requirements.

Section 7.2 Performance of City Work. In the event any necessary elements of City Work are not complete at the time of commencement of the construction of the Primary Theater Project and any Future Phase, City agrees that it shall complete such elements of the City Work in coordination with the construction of each of the Primary Theater Project and any Future Phase in such a manner so as not to delay the construction of the PAC Campus Project. Performance of the City Obligations shall be included with respect to Known Hazardous Substances (as such term is defined in the Environmental Exhibit) in the schedule of the performance of the construction of the PAC Campus Project.

Section 7.3 City Obligation for Project Operations. PAC agrees that in no event shall City have any obligation, liability or responsibility whatsoever pursuant to this Agreement or otherwise to provide any funds for the start-up and/or ongoing operation and maintenance of the PAC Campus Project except with respect to Pledged Rental Car Fees for the Primary Theater Project as provided in the LOA and in connection with the Parking Garage in the event City develops and constructs the same.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

Section 8.1 City Parties' Representations and Warranties. In addition to any other representations and warranties made by any of the City Parties herein, each of the City Parties hereby represents and warrants to PAC, which representations and warranties are continuing in nature and shall survive throughout the term of this Agreement, as follows:

(a) There are no pending or, to the best of each of the City Parties' knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the PAC Campus Project or the PAC Campus Site.

(b) Each of the City Parties has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by each of the City Parties and constitutes the valid and legally binding obligation of each of the City Parties, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) City possesses good and marketable fee simple title to the PAC Campus Site and the real property underlying the Initial Parking Facilities.

(d) The execution or delivery of this Agreement will not: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Authority to which any of the City Parties or the PAC Campus Site is subject; (ii) violate any provision of any of the City Parties' charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which any of the City Parties is a party or by which any of them are bound or which any of their assets are subject (or result in the imposition or any lien upon any of their assets).

(e) None of the City Parties has received any written notice nor do either of them have any knowledge of or intent to impose any utility connection moratorium or rezone the PAC Campus Site.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of any of the City Parties is required in connection with their execution and delivery of this Agreement.

(g) There are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the PAC Campus Site or the PAC Campus Project, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the PAC Campus Project or the PAC Campus Site.

Section 8.2 PAC's Representations and Warranties. In addition to any other representations and warranties made by PAC herein, PAC hereby represents and warrants to City, which representations and warranties are continuing in nature and shall survive throughout the term of the Agreement, as follows:

(a) PAC is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) of the Tax Code.

(b) PAC has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by PAC and constitutes the valid and legally binding obligation of PAC, enforceable in accordance with its terms, except as the enforceability

hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) The execution or delivery of this Agreement will not: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Authority to which PAC is subject; (ii) violate any provision of PAC's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which PAC is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

ARTICLE 9

CITY EXCULPATION AND RIGHT TO SUSPEND PRIMARY THEATER PROJECT

Section 9.1 Exculpation. PAC agrees that City shall have no liability whatsoever to PAC in connection with the design and construction of the Primary Theater Project or any Future Phases except as a result of a City Default. PAC hereby waives and releases any claim or cause of action PAC may have against City in connection with the design and construction of the Primary Theater Project or Future Phases including any actions or non-actions taken by or not taken by City pursuant to any Project Contracts other than related to a City Default. PAC agrees that, upon executing the LOA, PAC will have undertaken its own independent reviews, investigations and testing as to the completion of the Primary Theater Project in compliance with the Construction Documents.

ARTICLE 10

DEFAULT, REMEDIES AND DISPUTE RESOLUTION

Section 10.1 Defaults by PAC. PAC shall be in default of this Agreement upon any of the following (each a "PAC Default"):

(a) PAC shall fail to make full payment of any material undisputed sum of money required to be paid by PAC hereunder when such payment is due and payable and such failure continues for thirty (30) days after written notice thereof from City;

(b) PAC shall fail to perform any other term, covenant or condition of PAC contained in this Agreement, and such failure continues for thirty (30) days after written notice

thereof from City; provided, however, that if such failure is impossible to correct within thirty (30) days, PAC shall not be deemed in default if PAC commences correction within said thirty (30) day period and diligently pursues such correction to completion; and

(c) PAC makes a representation or warranty in this Agreement, or in any certificate, demand, or request made under this Agreement, that proves to be incorrect, at any time during the term of this Agreement, in any material respect.

Section 10.2 Remedies for PAC Default. Should a PAC Default occur, City shall have the following rights and remedies:

(a) City may, but shall not be obligated to, advance the amount required to cure any failure by PAC to make any payment when required hereunder and shall be entitled to recover from PAC the sum so advanced, plus interest from the date the payment was due at the prime rate prevailing during the period of the PAC Default, as it may change from time to time, based on such rate as published in the Wall Street Journal or if more than one rate is published on any day, the average of such rates, plus 2% per annum (the "Default Rate").

(b) City shall have the right to suspend/and or terminate all or any part of the design and construction of the Primary Theater Project as City Determines appropriate. In connection therewith, (i) City may utilize any Pledged Rental Car Fees it has received which have not already been applied to payment of Pre-Construction Costs or Project Costs and the Construction Fund to pay the costs associated with such suspension or termination and (ii) in the event there are not sufficient Pledged Rental Car Fees or funds in the Construction Fund to pay the costs associated with such suspension or termination, then City may advance the amount required in connection with such suspension or termination and shall be entitled to recover from PAC the sum so advanced, plus interest at the Default Rate. In the event of a complete termination of the Primary Theater Project, this Agreement shall automatically terminate and all respective further obligations of the Parties under this Agreement (including, without limitation, Section 2.5 hereof) shall terminate and be null and void except for the obligations of the Parties pursuant to Section 6.1 and Section 10.6 hereof.

(c) In addition to any other remedies it may have, in the event of a PAC Default due to a violation of Section 6.7 by PAC, City (i) may demand payment by PAC of any damages City incurs as a result of a breach of such covenant which amounts shall be paid by PAC

within thirty (30) days of City's written demand therefor and (ii) may specifically enjoin such violation.

(d) City may exercise any other remedy available to it at law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available to City in case of a PAC Default.

Section 10.3 Default by City. Each of the City Parties shall be in default of this Agreement upon any of the following (each a "City Default"):

(a) Any of the City Parties shall fail to make full payment of any material undisputed sum of money required to be paid by any City Party hereunder when such payment is due and payable and such failure continues for thirty (30) days after written notice thereof from PAC;

(b) Any of the City Parties shall fail to perform any other term, covenant or condition of such City Party contained in this Agreement, and such failure continues for thirty (30) days after written notice thereof from PAC; provided, however, that if such failure is impossible to correct within thirty (30) days, the City Parties shall not be deemed in default if the applicable City Party commences correction within said thirty (30) day period and diligently pursues such correction to completion; and

(c) Any City Party makes a representation or warranty in this Agreement, or in any certificate, demand, or request made under this Agreement, that proves to be incorrect, at any time during the term of this Agreement, in any material respect.

Section 10.4 Remedies for City Default. Upon a City Default, PAC may exercise any remedy available to it at law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available to PAC in case of a City Default.

Section 10.5 Dispute Resolution. The Parties agree that any dispute related to Section 6.7 or any action for equitable relief shall be pursuant to a court of law in compliance with Section 11.2 below. If any other dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree to proceed as follows:

(a) PAC and the City Parties hereby agree and commit to each other to resolve any open issues relating to the PAC Campus Project in a commercially reasonable manner as

promptly as possible and to cause such Party's Project Representative to be readily available to address such issues as they arise. In the event the Parties are divided with respect to any such open issue relating to or in connection with the PAC Campus Project ("Unresolved Issue"), and the Project Representatives are unable to reach agreement, after good faith negotiations, with respect to a proposed course of action concerning such Unresolved Issue, then such Unresolved Issue shall be resolved exclusively by the City Manager of City, on behalf of the City Parties or any of them, and Myron Martin, on behalf of PAC, unless and until PAC or the City Parties selects another individual with similar status to resolve such Unresolved Issue on its behalf. Thereafter, if the Unresolved Issue has not been resolved, the Parties agree to proceed with the Mediation and Arbitration provisions set forth next below.

(b) If said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules, before resorting to arbitration, litigation, or some other dispute resolution procedure.

(c) Any controversy or claim arising out of or related to this Agreement or the breach thereof not settled pursuant to paragraphs (a) and (b) immediately above, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Claims among the Parties shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association.

(d) The Parties agree that pending final resolution of a claim including arbitration, unless otherwise agreed in writing, the Parties, as the case may be, shall proceed diligently with performance of the Agreement.

(e) Demand for arbitration of any claim may be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. A party who files a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. When a party

fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

(f) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Section 11.12 hereof.

(g) All dispute resolution proceedings pursuant to this Section 10.5 shall take place in Clark County, Nevada.

Section 10.6 Indemnification. Each Party (the "Indemnifying Party") agrees to hold harmless, indemnify and defend the other Party from and against all losses, liabilities, or expenses, claims, demands, action or causes of action arising out of the wrongful or negligent act, errors or omissions of such Party or any of its employees, agents or servants, including a breach of this Agreement, but excluding, except as otherwise provided in Subsection 6B of **Exhibit "B"** attached hereto, any such losses, liabilities, injuries, or expenses of any nature arising out of any Environmental Condition existing prior to the Execution Date. The Parties hereto understand and agree that neither this Section nor any other provision of this Agreement shall constitute a waiver by City of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of City's status as a political subdivision of the States of Nevada, and that City's indemnifications hereunder are limited by and subject to Chapter 41 of NRS.

ARTICLE 11

MISCELLANEOUS

Section 11.1 No Waiver. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any Party of this Agreement may have.

Section 11.2 Time of Essence. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

Section 11.3 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto, and no person is intended to be or shall be construed to be a third party beneficiary of this Agreement.

Section 11.4 Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and their assigns. No

assignment of this Agreement or any right or obligation hereunder by any of the Parties hereto shall be valid unless the other Party hereto consents to that assignment in writing. The Parties hereto hereby consent to City pledging the Pledged Rental Car Fees it receives as security for the Bonds.

Section 11.5 Books and Records. Each of the Parties to this Agreement agrees, to the extent applicable to a Party, to maintain proper books and records pertaining to the Primary Theater Project, including, but not limited to, the Operating Budget, the Bonds, the funds and accounts established for the payment of the Bonds and evidencing expenditures and receipts of the Bonds Proceeds and to make such books and records available for inspection by the other Party hereto during normal business hours.

Section 11.6 Amendments. This Agreement may be modified at any time by the Parties hereto, but only by a written instrument signed by each of the Parties.

Section 11.7 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties hereto agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

Section 11.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

Section 11.9 Notices. All notices required or permitted to be given hereunder shall be in writing, addressed to the Parties respective addresses set forth below, and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail. Notices delivered by mail will be deemed given five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail (return receipt requested). Notices delivered by hand, by facsimile, or by nationally recognized private courier will be deemed given on the first business day following receipt; provided that a notice delivered by facsimile will only be effective if such notice is also delivered by hand, by nationally recognized private courier or deposited in the United States mail, postage prepaid, registered or certified mail (return receipt requested), on or before two (2) business days after its delivery by facsimile. Any party may

change its address for notice by giving notice of such change of address to the other party in the manner herein provided.

If to City:
City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager
Facsimile No. 702-388-1807

With a copy to:
Las Vegas City Attorney
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Attorney
Facsimile No. 702-386-1749

If to CP:
City Parkway V, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager
Facsimile No. 702-388-1807

With a copy to:
Las Vegas City Attorney
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Attorney
Facsimile No. 702-386-1749

If to PAC to:
Las Vegas Performing Arts Center Foundation
241 West Charleston Blvd., Suite 111
Las Vegas, NV 89102
Attention: President
Facsimile No. 702-614-0205

With a copy to:
Las Vegas Performing Arts Center Foundation
241 West Charleston Blvd., Suite 111
Las Vegas, NV 89102
Attention: Chief Financial Officer
Facsimile No. 702-614-0205

and with a copy to:
Kim Sinatra, Esq.
3131 Las Vegas Boulevard South
Las Vegas, NV 89109
Facsimile No. 702-770-1518

Section 11.10 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, PAC warrants that it has disclosed, on **Exhibit "F"**

attached hereto, all members of the Board of Directors of PAC, as well as all persons and entities holding more than 1% interest in PAC or any principal of PAC. Throughout the term hereof, PAC shall notify City Parties in writing of any material change in the above disclosure within 15 days of any such change.

Section 11.11 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions.

Section 11.12 Jurisdiction and Venue. Except as set forth in Section 10.5, each Party agrees to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, each Party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each Party by registered or certified mail to or by personal service at the last known address of each Party, whether such address be within or without the jurisdiction of any such court. Each Party hereto consents to, and waives any objection to Clark County, Nevada as the proper and exclusive venue for any dispute arising out of or relating to this Agreement or any alleged breach hereof.

Section 11.13 Force Majeure. Neither party shall be in breach of this Agreement if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control. The financial inability of a Party to perform its obligations hereunder shall not operate to excuse or otherwise limit a Party's obligations hereunder. The provisions of this Section shall in no event excuse a violation of Section 6.7.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

"CP"

CITY PARKWAY V, INC.,
a Nevada nonprofit corporation

By:_____
Name: Elizabeth N. Fretwell,
Title: President

"CITY"

CITY OF LAS VEGAS, NEVADA,
a political subdivision of the State of Nevada

By:_____
Name: Oscar B. Goodman
Title: Mayor

"PAC"
LAS VEGAS PERFORMING ARTS CENTER FOUNDATION,
a Nevada nonprofit corporation

By:_____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: J. Ponticello 10/22/09
Teresita L. Ponticello,
Deputy City Attorney

Exhibit "A" – Depiction of Union Park

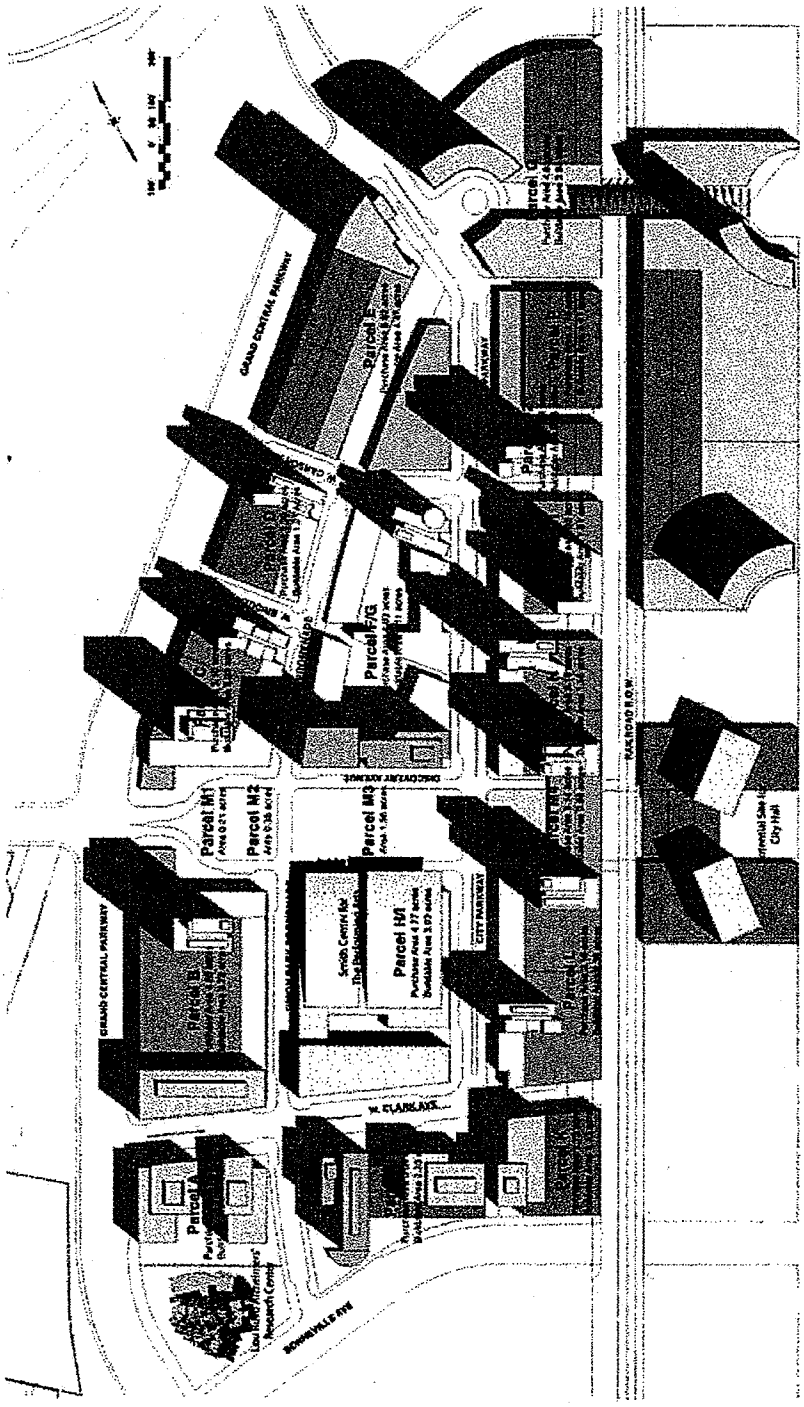


Exhibit "B" – Project Environmental Management

I.

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this Exhibit "B" have the meanings ascribed to such terms in the Agreement.

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the PAC Campus Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP or recommended by the Risk Assessment in order to ensure maintenance of a condition for the PAC Campus Site of no significant risk to public health or the environment.

"Applicable Environmental Guidance" means all applicable Requirements, Activity and Use Limitations, Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the PAC Campus Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Agreement.

"Certified Environmental Manager" ("CEM") means a person having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459.

"City Obligations" has the meaning set forth below.

"City Remediation Cost Cap" shall mean, for the Primary Theater, the City's responsibility for the following costs incurred through completion of construction of the Primary Theater:

> (a) A cumulative amount to not exceed $3,489,130, for the following matters: (i) One half the cost of the Risk Assessment pursuant to Subsection 3B(a), below; (ii) soil remediation or disposal pursuant to Subsection 3B(b) or 3B(c) below; (iii) treatment of contaminated groundwater pursuant to Subsections 3B(b) or 3B(d) below; (iv) with the exception of actions resulting in Excess Remediation Costs, the value as Determined by City of any transportation, disposal, remediation, or other actions performed by UPRR in connection with the UPRR

Environmental Obligations; and (iv) payment of any Excess Remediation Costs claims by UPRR pursuant to Subsection 3B(f), below.

(b) An amount not to exceed $2,837,000 for Activity and Use Limitations recommended in the Risk Assessment pursuant to Subsection 3B(e), below.

The City Remediation Cost Cap, if any, for any Future Phase shall be determined by the Parties during the negotiations for developing any Future Phase. The City does not by this Agreement commit to fund a City Remediation Cost Cap for any Future Phase. Notwithstanding the foregoing, the City may, in its sole and absolute discretion, choose to fund City Remediation Cost Caps for Future Phases depending upon the availability of Pledged Rental Car Fees or other funds for such purposes, and the appropriateness of using Pledged Rental Car Fees or other funds for any particular proposed Future Phase.

"Deed Covenants" means obligations of Union Pacific Railroad set forth in the attached deed from Union Pacific Railroad to Ply Stadium Partners, Inc. and successors in title.

"Environmental Condition" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Premises that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Premises which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Conditions or Hazardous Substances.

"Environmental Permits" means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Primary Theater.

"Excess Remediation Costs" are those costs defined as such in Section 2.3(a)(iii) of the October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR.

"Hazardous Substances" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and

petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"Known Hazardous Substances" means those Hazardous Substances described in the Project Information, including without limitation, petroleum hydrocarbons, metals, volatile organic compounds, semi-volatile organic compounds, and polychlorinated byphenylsbiphenyls.

"NDEP" means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

"PAC Obligations" has the meaning set forth below.

"Primary Theater" shall mean the Primary Theater Project and Primary Theater Site.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances.

"Risk Assessment" means a health risk assessment prepared by a well-qualified PhD environmental professional acceptable to both Parties that for all Known Hazardous Substances (i) identifies exposure pathways and exposure parameters to derive health-based soil and groundwater screening levels based on reasonable maximum exposure parameters, (ii) establishes soil and groundwater screening levels that represent chemical concentrations which would not result in adverse health effects under the assumed future land use of the PAC Campus Site, (iii) identifies potential exposures during construction as a component of the analysis, (iv) develops appropriate Activity and Use Limitations for redevelopment of the PAC Campus Site that will maintain protection of public health and the environment while, to the extent consistent with such mandate, minimizing overall Project Cost and City Work Costs, and (v) supersedes and replaces the Converse Consultants' September 24, 2002 Risk-Based Evaluation performed for City Parkway IV & V but only as to the PAC Campus Site and subject to the review and written concurrence of Converse Consultants.

"Soil and Groundwater Management Plan" means a plan approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Primary Theater.

"UPRR" means Union Pacific Railroad of Omaha, Nebraska.

"UPRR Environmental Obligations" are obligations of UPRR set forth in the Deed Covenants.

II.

Environmental Conditions

1B. Limited Survival. Except for Subsections 3B(g) (City insurance obligations), 4B (as it relates to certain PAC cost obligations to comply with Applicable Environmental Guidance relating to the construction and operation of the Primary Theater), and 6B (PAC Indemnity) of this Exhibit "B", each of which shall survive the termination of this Agreement and the execution of the LOA, the provisions, terms, covenants and conditions of this Exhibit "B" to the Agreement shall become null, void and unenforceable upon the termination of this Agreement.

2B. Acknowledgements. The Parties acknowledge that:

(a) They are aware of the presence of Known Hazardous Substances affecting the PAC Campus Site and NDEP has determined that UPRR is responsible, at a minimum, for satisfying the UPRR Environmental Obligations;

(b) NDEP may not require UPRR to remove or remediate all Hazardous Substances in soil that exceed NDEP's soil action levels or all Hazardous Substances in groundwater that exceed NDEP's maximum contaminant levels which may result in residual Hazardous Substances being left within the PAC Campus Site after NDEP releases UPRR from responsibility for the UPRR Environmental Obligations;

(c) if after UPRR has completed the UPRR Environmental Obligations to NDEP's satisfaction, concentrations of Hazardous Substances remain in soil or groundwater within the PAC Campus Site above NDEP action levels or maximum contaminant levels, then Hazardous Substances may need to be removed or remediated from soil or groundwater to a level that is protective of health and the environment as determined by the Risk Assessment;

(d) Activity and Use Limitations as identified and recommended by the Risk Assessment may need to be developed, designed, operated, maintained and enforced within the PAC Campus Site to maintain protection of health and the environment to the extent residual Hazardous Substances remain within the PAC Campus Site after UPRR completes the UPRR Environmental Obligations;

(e) higher water table conditions exist on certain portions of Union Park and may require dewatering of the PAC Campus Site, including removal or treatment or both of groundwater encountered during and after completion of construction of the Primary Theater and after UPRR has satisfied the UPRR Environmental Obligations pertaining to groundwater; and

(f) UPRR may assert a claim for Excess Remediation Costs and may record a lis pendens, lien or other encumbrance against the PAC Campus Site in connection with asserting such claim.

3B. City Obligations and PAC Obligations Regarding Hazardous Substances. City Obligations and PAC Obligations regarding Hazardous Substances shall, subject to the City Remediation Cost Cap, consist of the following matters:

(a) Risk Assessment. As soon as practicable after the Effective Date, PAC shall commission and obtain the Risk Assessment. PAC and the City shall each be responsible for paying one-half of the cost of the Risk Assessment. PAC shall include the City Project Representative in all communications with the person or entity selected to perform the Risk Assessment, and the Parties and their Project Representatives shall keep strictly confidential and protected from disclosure to any third parties all such communications.

(b) UPRR Environmental Obligations. To the extent required by Applicable Environmental Guidance, City shall use commercially reasonable efforts to require UPRR to complete the UPRR Environmental Obligations in connection with the construction of the Primary Theater. The value as Determined by City of any transportation, disposal, remediation, or other actions performed by UPRR in connection with the UPRR Environmental Obligations shall be charged against the City Remediation Cost Cap. To the extent UPRR fails to discharge any UPRR Environmental Obligations, City agrees, at City's sole and exclusive cost subject to the City Remediation Cost Cap, to perform the UPRR Environmental Obligations, and may in City's sole discretion seek reimbursement from UPRR. All costs for City's performance of the UPRR Environmental Obligations hereunder shall, subject to Subsection 4B, be charged against the City Remediation Cost Cap.

(c) Soil Remediation and Disposal Obligations. City shall, at City's election, either dispose of or remediate in a manner that complies with Applicable Environmental Guidance all contaminated soils excavated and delivered by PAC to City at an agreed upon location within the Union Park property during construction of the Primary Theater or cause others to do the same. Subject to Subsection 4B, City shall be responsible for all costs incurred to dispose of or remediate such soil, and the City's costs for such disposal or remediation shall be charged against the City Remediation Cost Cap. Subject to subsection 4B, the Parties shall bear as a Project Cost any cost to dispose of clean excess PAC Campus Site soils or excess PAC Campus Site soils remediated pursuant to this Section 3B, and the City's portion of such disposal costs shall not be charged against the City Remediation Cost Cap.

(d) Dewatering and Treatment. If and to the extent Applicable Environmental Guidance dictates that groundwater encountered during construction of the Primary Theater requires treatment, then City shall accept such water for treatment at a location acceptable to both Parties (the "Delivery Point"). City shall properly handle, treat, or otherwise dispose of all such delivered groundwater in compliance with Environmental Laws and shall obtain and maintain all Environmental Permits. During construction of the Primary Theater, City shall be solely responsible for any costs to treat and dispose of contaminated water delivered to the Delivery Point, which costs, subject to Subsection 4B, shall be charged against the City Remediation Cost Cap. Subject to Subsection 4B, any costs incurred to deliver contaminated water to the Delivery Point during construction, including but not limited to the design, construction, and permitting of any necessary wells, pumping, and transmission facilities,

together with associated power costs ("Delivery Costs"), shall be borne by the Parties as a Project Cost and the City's portion of such Delivery Costs shall not be charged against the City Remediation Cost Cap.

(e) Activity and Use Limitations. During the construction of the Primary Theater, the City, subject to Subsection 4B, shall be responsible for up to $2,079,000 of the cost of Activity and Use Limitations determined and recommended by the Risk Assessment, and all such costs shall be charged against the City Remediation Cost Cap. To the extent the cost of Activity and Use Limitations incurred during construction of the Primary Theater Project exceeds $2,329,000, PAC shall be solely responsible for all such costs.

(f) UPRR Excess Remediation Costs Claims. City shall in City's absolute and sole discretion either: (i) promptly pay any claim for reimbursement made by UPRR for Excess Remediation Costs; or (ii) notify UPRR and PAC that any such claim or some portion thereof for reimbursement is disputed in good faith. City shall promptly work with UPRR to resolve any disputed claim. To the extent City and UPRR cannot agree upon a disputed claim and UPRR records a lien or lis pendens against the PAC Campus Site, City shall promptly take action to remove such lien or lis pendens by bonding or otherwise and shall work to resolve immediately, finally and completely any litigation, arbitration, mediation, complaint, settlement, demand, claim or other action by UPRR for Excess Remediation Costs. Subject to Subsection 4B, any Excess Remediation Costs paid by City shall be charged against the City Remediation Cost Cap.

(g) Insurance. City agrees that during the term of this Agreement and of the LOA and any extended term of the LOA and this Agreement, City shall (i) in good faith use its reasonable best efforts to maintain at all times a pollution legal liability insurance policy or equivalent form of pollution insurance in which the PAC Campus Site is a covered property ("Policy") and (ii) request the underwriter to add PAC as a co-insured or additional insured at City's sole cost on any Policy. Any costs associated with maintaining the Policy or adding PAC to the Policy as a co-insured or additional insured shall not be charged against the City Remediation Cost Cap. After exhausting its good faith and reasonable best efforts to maintain the Policy, if City cannot agree to the terms and conditions for renewal of the Policy at any time during the term or extended term of the LOA or this Agreement, City shall provide PAC with written notice of same not less than 90 days before termination of the term of the Policy.

(h) CEM Contract. City shall promptly enter into a contract on terms and conditions acceptable to PAC that requires the CEM to promptly perform the work described below. City shall be exclusively responsible for all CEM costs incurred under the CEM contract through completion of construction of the Primary Theater, and such costs shall, subject to Subsection 4B, be charged against the City Remediation Cost Cap. At a minimum, the CEM contract shall require the CEM to promptly perform the following work:

1. Promptly prepare and submit to NDEP for approval the Soil and Groundwater Management Plan, which plan shall cover at least the following matters:

(i) Procedures for CEM Hazardous Substances testing of all excavated soils and any groundwater encountered before, during and after completion of construction of the Primary Theater;

(ii) the location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles that NDEP will approve for use as fill for the Primary Theater;

(iii) the location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles containing concentrations of Hazardous Substances exceeding that allowed by NDEP to be used as fill for the Primary Theater;

(iv) the Environmental Permits and the responsibility therefor, including, but not limited to, Clark County Department of Air Quality Management dust permitting, NDEP/federal storm water discharge permits, NDEP/federal point source discharge permits, and any Nevada Department of Conservation and Natural Resources – Division of Water Resources well construction and water appropriation permits;

(v) the method and timing of progress reports, and the method and timing of reporting the discovery of Hazardous Substances encountered during construction that do not constitute Known Hazardous Substances previously reported to NDEP; and

(vi) technology and the construction of any facilities to be used for on-site treatment and disposal of soil or groundwater, if any, containing or found to contain Hazardous Substances.

2. Obtain on behalf of and in the name of City all necessary Environmental Permits for the Project;

3. Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Primary Theater;

4. Deliver to City at the conclusion of the Primary Theater construction all records relating to any treatment facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;

5. Coordinate UPRR's discharge of the UPRR Environmental Obligations with the Architect, CMAR, and UPRR. The CEM shall regularly provide to the Parties a report of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered during construction of the Primary Theater, including updates regarding UPRR's discharge of UPRR Environmental Obligations;

6. To the extent any dispute arises with UPRR regarding UPRR Environmental Obligations, the CEM shall immediately report such dispute to the Parties; and

7. Ongoing soil and groundwater monitoring, sampling, testing, and reporting as may be required by Applicable Environmental Guidance throughout the term of this Agreement.

4B. Allocation of Applicable Environmental Guidance Compliance Costs in Excess of City Remediation Cost Cap. With respect to any Hazardous Substances within or affecting the Primary Theater Site, PAC shall design and construct the Primary Theater in a manner consistent with Applicable Environmental Guidance. If and to the extent the City Remediation Cost Cap has been exhausted, the Parties shall bear the costs of compliance with Applicable Environmental Guidance during the course of construction as a Project Cost until the Construction Fund component of the Final Contract Project Cost is exhausted. Once the Construction Fund component of the Final Contract Project Cost is exhausted, PAC shall be solely responsible for all costs necessary to comply with Applicable Environmental Guidance relating to construction or operation of the Primary Theater, whether incurred by City or PAC under their respective obligations hereunder, and whether incurred before or after completion of the Primary Theater.

5B. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees ("Released Party") from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability, obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any Release of Hazardous Substances or any violation of Environmental Laws occurring on the PAC Campus Site prior to the Effective Date. Nothing in this Section or this Agreement shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Agreement, or against UPRR or any other party responsible for a Release of Hazardous Substances affecting the PAC Campus Site or any violation of Environmental Laws.

6B. Indemnity. PAC shall have no indemnification obligation under this Agreement or otherwise in connection with any Hazardous Substance generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Premises prior to the Execution Date, EXCEPT that PAC shall indemnify, hold harmless, and defend City, City's affiliates, council members, mayor, employees, agents, officers, successors, and assigns of and from all losses or claims for personal injury, property damage, or natural resource damages arising wholly or in part out of any failure by PAC, its contractors, subcontractors, representatives or

agents to design, construct, or operate the Primary Theater in conformance with Applicable Environmental Guidance.

Exhibit "C-1" – Depiction of Primary Theater Site and Remainder Site

[ATTACHED HERETO]

Exhibit "C-2" – Campus Site Plan

[ATTACHED HERETO]

Exhibit "D" – List of Due Diligence Documents Delivered to PAC

Union Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

Identifier	Title/Text Reference
01	**01) Preliminary Title Report, Lawyers Title Company.pdf, June 17, 2004**
	02) CPV Vesting Deed.pdf
02	**ALTA Survey – G.C. Wallace, June 28, 2002**
	01) G. C. Wallace - 61-Acre ALTA Survey pg1 2002.pdf
	02) G.C. Wallace - 61-Acre ALTA Survey pg2 2002.pdf
	03) G.C. Wallace - ALTA Survey Easement Docs 1.pdf
	04) G.C. Wallace - ALTA Survey Easement Docs 2.pdf
03	As-Built Maps - Bonneville, Grand Central Parkway and Ogden, 1992, 1993, 1995, 1999, & 2000
	01) Bonneville Ave.pdf
	02) Main and Bonneville Intersection.pdf
	03) Ogden Avenue.pdf
	04) Parkway Center.pdf
04	Remedial Action Plan
	Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989
	-Appendices
	Appendices.tif,
	Appendix A - Summary of Buried Disposal Area Investigation.tif
	Appendix B - Investigative Procedures.tif
	Appendix C - Chain-of-Custody Records.tif
	Appendix D - Field and Laboratory QA&QC Program.tif
	Appendix E - Health and Safety Plan.tif
	Appendix F - Regional Geology and Hydrogeology.tif
	Appendix G - Exploratory Boring Logs.tif
	Appendix H - Soil and Hydrogeoloic Conditions By Area.tif
	Appendix I - Gauging Data and Hydrographs.tif
	Appendix J - Soil Laboratory Data Reports.tif
	Appendix K - Ground-Water Laboratory Data Reports.tif
	Appendix L - Maps of Approx Dist of Soils Containing PH.tif
	Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif
	Appendix N - Liquid Hydrocarbon Volume Estimates.tif
	Appendix O - Air Quality Monitoring Report.tif
	Appendix P - Report of Industrial Hygiene Evaluation.tif
	Appendix Q - Desert Research Institute Report.tif
	Appendix R - Health Risk Assessment.tif
	Appendix S - USPCI Report of Oil Recovery Operations.tif
	OIL RECOVERY SYSTEM.TIF
	-Table of Contents and Executive Summary.tif
	- Sect 1 Introduction.tif
	- Sect 2 Purpose & Scope.tif
	- Sect 3 Site Background.tif
	- Sect 4 Hydrocarbon Contamination.tif

- Sect 5 Lead Contamination.tif
- Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif
- Sect 7 Health Risk Assessment.tif
- Sect 8 Site Remediation Criteria.tif
- Sect 9 Recommended Remedial Action.tif

PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF, PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF, PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF, PLATE 13.TIF, PLATE 14.TIF

01) Final Remedial Action Plan 06-5-1992.pdf
02) Addendum I to RAP 08-18-1992.pdf
03) Request For Final Closure 10-06-1997.pdf
04) Depart of the Army Letter 12-09-2003.pdf

05) Interim Closure Report of Rem Action 09-27-93.pdf
06) NDEP Letter 03-26-1998.pdf
07) NDEP Remediation Requirements Sept 10, 1991.pdf
08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf
10) Converse Risk Assessment Addendum - arsenic evaluation final - 07-03-2007.pdf
11) Kleinfelder Soil and water management plan - arsenic addendum final 7-5-07.pdf

05 Plystadium Agreement

01) Plystadium Agreement.pdf
02) Amended and Restated Mem of Rights.pdf
03) Estoppel Certificate.pdf
04) Termination of Mem of Repurchase Option.pdf
05) Trustee's Deed - Lehman to PAMI.pdf
06) Grant Bargain Sale Deed UPRR Ply Stadium

06 Pollution Legal Liability Select

Pollution Legal Liability Select Policy.pdf

07 Environmental Risk Management – Converse Consultant, August 23, 2000

01) Environmental Risk Management 08-23-2000.pdf
02) Risk-Based Evaluation 09-24-2002.pdf
03) Hydrocarbon Free Product Plumes Map.pdf
04) Soil Impact Map.pdf

08 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002

09 Terracon Primary Theater Project & Primary Theater Project Environmental Site Assessment.pdf – March 26, 2003 & April 2, 2003

Phaselexec.pdf
PhaseIIexec.pdf

10 Preliminary Geotechnical Studies – Converse Consultants.pdf, June 27, 2002

Northern Prelim. Geotech.pdf
Southern Prelim. Geotech.pdf

11 Groundwater Monitoring Reports

Abandoned Wells July 2004

-Abandoned Wells July 2004.pdf
-Completion of Well Plugging Abandonment Former Las Vegas Rail Yard.htm

01) 2nd Quarter 1991 Groundwater Report.pdf
02) 2nd Quarter 2001 Groundwater Report.pdf
03) 3rd Quarter 2001 Groundwater Report.pdf

04) 4th Quarter 2001Groundwater Report.pdf
05) 1st Quarter 2002 Groundwater Report.pdf
06) 2nd Quarter 2002 Groundwater Report.pdf
07) 1st Half 2002 Semi-annual Compliance Report.pdf
08) 3rd Quarter 2002 Groundwater Report.pdf
09) 4th Quarter 2002 Groundwater Report.pdf
10) 1st Half 2003 Groundwater Report.pdf
11) 1st Half 2003 Semi-annual Compliance Report.pdf
12) 2nd Half 2003 Groundwater Report.pdf
13) 2nd Half 2003 Semi-annual Compliance Report.pdf
14) 1st Half 2004 Groundwater Report.pdf
15) 1st Half 2004 Semi-annula Compliance Report.pdf
16) 2nd Half 2004 Groundwater Report.pdf
17) 2nd Half 2004 Semi-annual Compliance Report.pdf
18) 1st Half 2005 Groundwater Report.pdf
19) 1st Half 2005 Semi-annual Compliance Report.pdf
TABLE 2 Groundwater Analytical Data 06-16-2004.xls
UP letter Jan 7 2004.tif
Well Monitoring Modification Plan 05-06-2004.tif

12 Maps

01) Union Park Concentration.pdf
02) Union Park Contamination.pdf
03) Union Park remediation.pdf
04) Remediation Depth.jpg

Exhibit "E" – Streets to Be Installed by City

[ATTACHED HERETO]

Exhibit "F" – Disclosure of Principals

[ATTACHED HERETO]

Exhibit "G" – Form of Lease and Operating Agreement

[ATTACHED HERETO]

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	Las Vegas Performing Arts Center Foundation
Address	241 W. Charleston Blvd, Suite111 Las Vegas, NV 89102
Telephone	702-614-0109
EIN or DUNS	88-0361875

Block 2	Description
Subject Matter of Contract/Agreement:	The Smith Center for the Performing Arts
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.	Don Snyder	241 West Charleston Blvd., #111 Las Vegas, NV 89102	702-614-0109
2.	Dr. Keith Boman	601 South Rancho, Suite D28 Las Vegas, NV 89106	702-383-0677
3.	Kim Sinatra	3131 Las Vegas Blvd., So Las Vegas, NV 89109	702-770-2112
4.	Charles Atwood	One Howard Hughes Drive, No 604N Las Vegas, NV 89169	(702) 804-5232
5.	Gary Jacobs	3600 Las Vegas Blvd. South Las Vegas, NV 89109	702-693-7129
6.	Scott MacTaggart	530 Las Vegas Blvd. South Las Vegas, NV 89101	702-385-3373
7.	Senator Richard Bryan	1700 Bank of America Plaza 300 South 4th Street Las Vegas, NV 89101	702-383-8916
8.	Alan Feldman	3260 South Industrial Building C Las Vegas, NV 89109	(702) 650-6947
9.	Robert Forbuss	2436 High Vista Circle Henderson, NV 89014	702-379-4400

10.	Nancy Houssels	2580 Sorrell Street Las Vegas, NV 89146	702-252-3270
11.	Richard Plaster	801 South Rancho Suite E-4 Las Vegas, NV 89106	702-671-6000
12.	Jacqulyn Shropshire	2877 Paradise Road, #1601 Las Vegas, NV 89109	702-838-4933
13.	Roger P. Thomas	680 Pilot Road, Suite 1 Las Vegas, NV 89119	702-770-5050
14.	Myron Martin	241 West Charleston Blvd. #111 Las Vegas, NV 89102	702-614-0109

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

Block 5	**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name: Myron Martin, Pjesident & CEO

10/22/09

Date: October 22, 2009

Subscribed and sworn to before me this 22nd day of

october, 2009.

Emma Durant

Notary Public

Emma Durant
Notary Public
State of Nevada
My Commission exp. 10-09-2012
Certificate No: 09-9316-1

LEASE AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT (this "**Lease**") is entered into as of _____ __, 20__ (the "**Commencement Date**") by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("**Landlord**"), and Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, Landlord owns certain real property consisting of an approximately 61-acre site located in the Parkway Project in downtown Las Vegas, Clark County, Nevada commonly referred to as Symphony Park depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference ("**Symphony Park**"). This is planned to dense urban mixed-use development to will be home to medical office buildings, residential units, a hotel casino resort and other uses;

WHEREAS, pursuant to NRS 244A.860 (the "**Act**"), the Board of County Commissioners of Clark County Nevada (the "**Board**"), a political subdivision of the State of Nevada ("**County**"), by ordinance has imposed a fee upon the lease of a passenger car by a short-term lessor in the County in the amount of not more than two percent (2%) of the total amount for which the passenger car was leased, excluding any taxes or other fees imposed by a governmental entity (the "**Rental Car Fee**"); and

WHEREAS, the monies received by the County from the Rental Car Fee (the "**Pledged Rental Car Fees**") must be used to pay the costs to acquire, improve, equip, operate and maintain within the County a performing arts center, or to pay the principal of, interest on or other payments due with respect to bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, County (pursuant to the County Bond Law, NRS 244A.011 through 244A.065) and Landlord (pursuant to the Landlord Bond Law, NRS 268.672 through 268.740) are each authorized to acquire, improve, equip, operate and maintain a "building project" as defined in NRS 268.676 and 244A.019, respectively, and it is contemplated by the Parties that such performing arts center authorized to be financed in the County by the Act will be a "building project" as defined in NRS 268.676 and NRS 244A.019; and

WHEREAS, on June 1, 2006, Landlord and County entered into an Amended and Restated Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Project (the "**Interlocal Agreement**") whereby County will provide to Landlord the Pledged Rental Car Fees to enable Landlord to use all of the Pledged Rental Car Fees to acquire, improve, equip, operate and maintain such performing arts center within the County, or to pay the principal of, interest on or other payments due with respect to bonds (including the Bonds) issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof, all as set forth in the Interlocal Agreement; and

DRAFT

WHEREAS, Landlord and County intended that Landlord issue notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees pursuant to resolutions and ordinances of Landlord authorizing the issuance thereof (collectively, the "**Bond Ordinance**") in order to fund, in part, the acquisition, establishment, construction or expansion of a performing arts center (which will be located in the County) and otherwise to use all of the Pledged Rental Car Fees distributed to Landlord to pay the costs to acquire, improve, equip, operate and maintain such performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, pursuant to the Bond Ordinance, Landlord has issued Bonds the proceeds of which have funded in part the design and construction of such performing arts center; and

WHEREAS, Landlord, City Parkway V, Inc. and Tenant entered into that certain Second Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated _____, 2009 (as may be further amended from time to time, the "**Design and Construction Agreement**") whereby the parties thereto agreed to design and construct a performing arts center; and

WHEREAS, the construction of the performing arts center has been completed pursuant to the Design and Construction Agreement and pursuant to the Design and Construction Agreement, the Parties are obligated to enter into this Lease whereby the Landlord shall lease to Tenant, and Tenant shall lease from the Landlord, the performing arts center.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between Landlord and Tenant that the foregoing recitals are true and correct, and further agreed as follows:

AGREEMENT

SECTION 1
DEFINITIONS

1.1 Definitions. As used herein the following terms shall have the following definitions:

"Act" shall have the meaning set forth in the second Recital.

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Premises Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by the Nevada Department of Conservation and Natural Resources, Division of

DRAFT

Environmental Protection, or recommended by the Risk Assessment in order to ensure maintenance of a condition for the Premises of no significant risk to public health or the environment.

"Adjustment Date" shall have the meaning set forth in 14.1.

"Alterations" shall have the meaning set forth in **Section 7** herein.

"Applicable Environmental Guidance" means all Applicable Laws, Activity and Use Limitations, Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Lease.

"Applicable Laws" shall have the meaning set forth in **Section 5.1**.

"Board" shall have the meaning set forth in the second recital.

"Bonds" means those bonds issued by Landlord pursuant to the Bond Ordinance the proceeds of which were used in the construction, improvement or equipment of the Premises or any improvements or appurtenances therefore pursuant to the Design and Construction Agreement, any additional bonds issued by Landlord to finance improvements of, additions to or equipment for the Premises or any other improvements or appurtenances therefore, and any bonds that refund or refinance any bonds described in this definition.

"Bond Ordinance" shall have the meaning set forth in sixth Recital.

"Charge" shall have the meaning set forth in **Section 12**.

"City Contingency Amount" shall have the meaning set forth in the Design and Construction Agreement.

"City Reimbursement Amount" shall have the meaning set forth in **Section 6.3(c)**.

"Commencement Date" shall have the meaning set forth in the first paragraph of this Lease.

"County" shall have the meaning set forth in the second Recital.

"Covered Hazardous Substances" shall have the meaning set forth in **Section 5.4**.

"CPI-U" means the Consumer Price Index for All Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), as issued by the U.S. Department of Labor, Bureau of Labor Statistics. If the Department of Labor ceases to

DRAFT

issue the CPI-U, Landlord may select a substitute index or measure of cost of living to calculate the appropriate cost of living increase.

"CPI-U Percentage Increase" means the percentage obtained by dividing (a) the difference (but not less than zero) between (i) the CPI-U most recently published prior to the Adjustment Date and (ii) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date by (b) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date.

"Damaged" shall have the meaning set forth in **Section 14.1**.

"Deed" shall have the meaning set forth in **Section 22.1**.

"Default Rate" shall have the meaning set forth in **Section 3.2**.

"Design and Construction Agreement" shall have the meaning set forth in the eighth Recital.

"Environmental Condition" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Premises that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Premises which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substances.

"Excess Fees" shall have the meaning set forth in **Section 6.3(b)** herein.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the State of Nevada, the City of Las Vegas, Clark County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises (or any portion thereof).

"Hazardous Substances" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals,

refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"Initial Parking Facilities" shall have the meaning set forth in **Section 9.1(a)**.

"Initial Parking Term" shall have the meaning set forth in **Section 9.1(b)**.

"Interlocal Agreement" shall have the meaning set forth in the fifth Recital.

"Known Hazardous Substances" means those Hazardous Substances described in the Project Information, including without limitation, petroleum hydrocarbons, metals, volatile organic compounds, semi-volatile organic compounds, and polychlorinated byphenyls.

"Landlord" shall have the meaning set forth in the first paragraph of this Lease.

"Landlord Events of Default" shall have the meaning set forth in **Section 20.1**

"Landlord Parties" shall have the meaning set forth in **Section 15.1(a)**.

"Lease" shall have the meaning set forth in the first paragraph of this Lease.

"Lease Term" shall have the meaning set forth in **Section 2.2** hereof.

"Losses" shall have the meaning set forth in **Section 15.1(a)**.

"Major Damage" shall have the meaning set forth in **Section 14.2(a)**.

"Minor Alterations" means all nonstructural Alterations other than any single nonstructural Alteration which costs in excess of $1,000,000, which amount shall be increased by the applicable CPI-U Percentage on the Adjustment Date.

"Minor Damage" shall have the meaning set forth in **Section 14.1**.

"NRS" means the Nevada Revised Statutes as in effect from time to time.

"Operating Budget" shall have the meaning set forth in **Section 6.4**.

DRAFT

"Owners' Association" shall have the meaning provided to such term in the Design and Construction Agreement.

"Parking Facilities" shall have the meaning set forth in **Section 9.1(a)**.

"Parking Property" shall have the meaning set forth in **Section 9.1(a)**.

"Parties" shall have the meaning set forth in the first paragraph of this Lease.

"Permitted Use" means the operation by a not-for-profit entity qualifying pursuant to Section 501(c)(3) of the Tax Code of a performing arts center and operations reasonably related thereto, provided, however that in no event shall any use of the Premises exceed the Private Use Limitation.

"Pledged Rental Car Fees" shall have the meaning set forth in the third Recital.

"Premises" means that parcel of real property legally described on Exhibit "B" attached hereto and the Primary Theater Project constructed on such parcel of real property, including any and all other improvements now or hereafter located thereon and any and all fixtures and personal property used in connection with the operation of such Primary Theater Project and all singular appurtenances, rights, privileges, and easements thereunto appertaining.

"Primary Theater Project" shall have the meaning provided to such term in the Design and Construction Agreement.

"Private Use Limitation" means that no more than nine percent (9%) of the value of the space in the Primary Theater Project which has been financed with the Bonds can be used by entities other than (i) not-for-profit entities qualifying pursuant to Section 501(c)(3) of the Tax Code in activities that are not unrelated trades or businesses for those entities determined by applying Section 513 of the Tax Code, and (ii) state and local governments.

"Project Information" means those disclosures and all studies, reports and other information set forth in "**Exhibit D**" to the Design and Construction Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances but does not mean any subsurface passive migration or leaching of any Hazardous Substances existing on the Premises as of the Commencement Date.

"Rent" shall have the meaning set forth in **Section 3.1**.

"Rental Car Fee" shall have the meaning set forth in the second Recital.

"Repair" shall have the meaning set forth in **Section 14.1**.

DRAFT

"Restoration Conditions" shall have the meaning set forth in **Section 14.2(b)**.

"Risk Assessment" means the risk assessment prepared pursuant to "**Exhibit B**" (Project Environmental Management) to the Design and Construction Agreement.

"Soil and Groundwater Management Plan" means the soil and groundwater management plan prepared and approved pursuant to "**Exhibit B**" (Project Environmental Management) to the Design and Construction Agreement.

"Substitute Parking Facilities" shall have the meaning set forth in **Section 9.1(c)**.

"Symphony Park" shall have the meaning set forth in the first Recital.

"Symphony Park Master Association" shall have the meaning provided to such term in the Design and Construction Agreement.

"Tax Code" shall have the meaning set forth in **Section 5.2**.

"Tenant" shall have the meaning set forth in the first paragraph of this Lease.

"Tenant Events of Default" shall have the meaning set forth in **Section 19.1**.

"Tenant Indemnified Parties" shall have the meaning set forth in **Section 15.3**.

"Tenant Parties" shall have the meaning set forth in **Section 9.1**.

"Tenant's Property" shall have the meaning set forth in **Section 4.3**.

"Transfer Documents" shall have the meaning set forth in **Section 22.1**.

SECTION 2
DEMISE OF PREMISES AND TERM

2.1 Demise. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, to have and to hold the Premises during the Lease Term and subject to the terms and conditions herein contained.

2.2 Term. This Lease shall be effective and the term of the Lease (the "**Lease Term**") shall commence on the Commencement Date and continue until 11:59 p.m. on the day before the ninety-ninth (99th) anniversary of the Commencement Date.

2.3 Holding Over. Should Tenant hold possession of the Premises after the expiration or earlier termination of the Lease Term, such holding over shall create a tenancy from month to month only, upon the same terms and conditions set forth herein.

SECTION 3
RENT

DRAFT

3.1 Rent. Tenant shall pay to Landlord annual rent for the Premises in the amount of One Dollar ($1.00), payable on the Commencement Date and thereafter on each anniversary of the Commencement Date during the Lease Term (the "**Rent**"). Tenant hereby covenants and agrees to pay Rent to Landlord as provided herein, without prior demand, deduction or set-off whatsoever, in lawful money of the United States of America at such place or places as may from time to time be designated in writing by Landlord.

3.2 Default Rate. If Tenant fails to pay, when due and payable, any Rent or any other amounts or charges to be paid by Tenant to Landlord hereunder within ten (10) days after written notice from Landlord that the amount is past due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to the prime rate of interest last ascertained by the Commissioner of Financial Institutions of the State of Nevada pursuant to NRS 99.040, plus five (5) percentage points (the "**Default Rate**"). Additionally, if Landlord fails to pay, when due and payable, any amounts or charges to be paid by Landlord hereunder within ten (10) days after written notice from Tenant that the amount is past due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the Default Rate.

3.3 Triple Net Lease. Tenant hereby acknowledges that this Lease is intended to be a fully net lease and that all costs related to the ownership, operation and maintenance of the Premises shall be borne and paid exclusively by Tenant, including all utilities, taxes, assessments (including those levied by the Owners' Association so long as they are on a reduced fee structure for nonprofit organizations), insurance, repairs, restoration and maintenance with respect to the Premises; provided, however, that Tenant shall not be responsible for the maintenance or repair of Symphony Park or any portion thereof (other than the Premises) and shall not be required to reimburse Landlord for any costs incurred by Landlord in its maintenance and repair thereof.

SECTION 4
CONDITION OF PREMISES AND SURRENDER

4.1 Condition of Premises; Completion of Duties under Design and Construction Agreement.

(a) Tenant agrees and acknowledges that it has been involved in all aspects of the design and construction of the Premises. In connection therewith, Tenant agrees as follows: (i) Tenant is fully aware of the physical condition of the Premises and accepts the Premises "as-is", (ii) except for the representations and warranties set forth herein, Tenant is not relying on representations or warranties made by Landlord or Landlord's agents, if any, (iii) Tenant is aware of the presence of certain Hazardous Substances on the Premises and accepts the Premises subject to the existence of such Hazardous Substances, (iv) Landlord shall not be liable to Tenant, in any event whatsoever, to correct any latent or patent defects in the Premises, and (v) any and all information provided by Landlord to Tenant, including, without limitation, those studies, reports, and other documents relating to Hazardous Substances in soil and groundwater within and without the Premises, have been delivered without representation or warranty.

DRAFT

(b) Tenant and Landlord both mutually acknowledge and agree that both Parties have performed their respective obligations under the Design and Construction Agreement and that by entering into this Lease they have no further obligations under the Design and Construction Agreement except (i) to the extent as may be provided in a separate instrument signed by both Tenant and Landlord and (ii) for those obligations which survive pursuant to the terms of the Design and Construction Agreement.

4.2 Design/Contractor Warranties. Tenant agrees that Landlord shall have no responsibility or obligation whatsoever in connection with the condition of the Premises at any time, including any problems or defects (whether patent or latent) related to the design and construction of the Premises. Landlord hereby assigns to Tenant any of Landlord's rights or warranties under the Design and Construction Agreement and any other design or construction contracts or otherwise related to the design and construction of the Premises to cause the correction or repair of any problems or defects related to the design and construction of the Premises. Tenant agrees at its sole cost and expense to diligently pursue any such rights or warranties pursuant to such design and construction contracts in order to correct or repair any such problems or defects related to the design and/or construction of the Premises.

4.3 Surrender of the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, within fifteen (15) days after receipt of written notice, remove all personal property and trade fixtures which Tenant has installed or placed in or on the Premises (all of which are hereinafter collectively referred to as "**Tenant's Property**"), from the Premises and repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Premises. In the event Tenant shall fail to remove any of Tenant's Property, Landlord shall retain such Tenant's Property without any payment or offset therefore.

SECTION 5
USE OF PREMISES

5.1 Purpose; Comply with Laws. Tenant may use and occupy the Premises for the Permitted Use only and no other use whatsoever. Tenant shall, at all times during the Lease Term, comply with all federal, state and local governmental rules, policies, permits, authorizations, regulations, ordinances, codes, statutes and laws, now or hereafter in effect pertaining to the Premises or any party's use thereof (collectively, the "**Applicable Laws**").

5.2 Tax Covenant. Tenant and Landlord acknowledge that the Bonds have been issued as tax-exempt Bonds under the provisions of the Internal Revenue Code of 1986, as amended (the "**Tax Code**"). Landlord and Tenant agree that they will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any of Tenant's funds or the facilities financed with the proceeds of the Bonds (including, without limitation, exceeding the Private Use Limitation) if the act or omission (i) would cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is

DRAFT

required to be included in the adjusted earnings adjustment applicable to corporations under Section 56 of the Tax Code, in calculating corporate alternative minimum taxable income.

5.3 Environmental Conditions.

5.3.1 No Hazardous Substances. Tenant shall not have any liability whatsoever under this Lease to Landlord for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Premises prior to or as of the Commencement Date, except as set forth in this **Section 5.3** and **Section 5.4**. After the Commencement Date, Tenant shall not use the Premises, or permit any entity or person to use the Premises, for the generation, storage, manufacture, production, releasing, discharge, or disposal or any Hazardous Substances; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Substances to the extent packaged and contained in theatrical, cleaning or office products for consumer use in quantities for ordinary day-to-day use. If Tenant knows, or has reasonable cause to believe, that Hazardous Substances have come to be located in, on, under or about the Premises, other than Known Hazardous Substances affecting the Premises, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Substances including but not limited to all such documents as may be involved in any reportable use involving the Premises. If any Hazardous Substances, other than Known Hazardous Substances, are present in or about the Premises, Landlord shall have the right upon twenty-four (24) hour advance written notice to Tenant to engage a consultant to inspect the Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to its use of such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand therefor by Landlord. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this **Section 5.3**, unless specifically so provided in such agreement.

5.3.2 Compliance with Applicable Environmental Guidance. Tenant, at Tenant's sole cost and expense, shall at all times during the Lease Term substantially comply with Applicable Environmental Guidance. Such costs and expenses include but are not limited to all costs and expenses for ongoing diversion, treatment, and disposal of groundwater, Risk Assessment compliance, monitoring of Known Hazardous Substances, and maintenance of any Activity and Use Limitations.

5.4 Environmental Indemnity. Tenant shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Premises prior to or as of the Commencement Date, except as set forth below in this **Section 5.4**. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises,

harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (i) Tenant's failure to use or occupy the Premises in a manner consistent with Applicable Environmental Guidance; or (ii) any Hazardous Substances brought onto the Premises by or for Tenant or by anyone under Tenant's control after the Commencement Date and during the Lease Term ("**Covered Hazardous Substances**"). Tenant's indemnification obligations under this **Section 5.4** shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant during the Lease Term, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this **Section 5.4**, unless specifically so provided in such agreement. Tenant's indemnity obligations provided in this **Section 5.4** shall include, without in any way limiting the foregoing:

(i) All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(ii) Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws or Environmental Laws; and

(iii) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity in this **Section 5.4** shall survive termination of this Lease and shall be in addition to and does not supersede the indemnity of Landlord by Tenant in Section 6B of "**Exhibit B**" to the Design and Construction Agreement (the "**Section 6B Design Agreement Indemnity**"), which Section 6B Design Agreement Indemnity shall expressly survive the execution and termination of this Lease.

5.5 Inspection. Landlord or its agents, employees or contractors may enter the Premises during normal business hours after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises to determine compliance with the terms of this Lease.

5.6 Landlord Use. Landlord shall have the right to use the Premises from time to time for events in connection with Landlord's municipal function or as otherwise desired by Landlord provided that each use of the Premises by Landlord (i) shall not interfere with any scheduled events at the Premises, (ii) shall be at the sole cost and expense of Landlord, including, without

limitation, the reimbursement of Tenant's cost relating to such use and (iii) that Landlord shall coordinate such use of the Premises with Tenant including providing reasonable advance notice thereof. Landlord and Tenant agree that they will attempt to schedule Landlord's use of the Premises annually in connection with the Landlord's review of the Operating Budget.

5.7 Tenant acknowledges that Landlord and Clark County School District ("District") entered into the Interlocal Agreement dated_____, 2009 ("District Interlocal Agreement"). Pursuant to the terms of the District Interlocal Agreement, the District provided to Landlord a Five Million Dollar ($5,000,000) contribution to the Construction Fund to which the District shall be entitled to certain use rights of the Premises ("District's Use Rights"), as more specifically set forth in the District Interlocal Agreement attached hereto and incorporated herein as Exhibit "G". Tenant agrees to comply with the terms and obligations of the District Interlocal Agreement as it applies to the Tenant and Tenant's failure to comply shall constitute a Tenant Event of Default of this Lease.

SECTION 6
ADDITIONAL COVENANTS OF LANDLORD AND TENANT

6.1 No New Encumbrances. Landlord shall not, without Tenant's prior approval, cause or permit the Premises to become subject to any liens or encumbrances in addition to those recorded against the Premises as of the Commencement Date.

6.2 Operating Endowment. Tenant has received a gift from the Reynolds Foundation of an endowment in the amount of $45,000,000, the earnings of which shall be used for the operation and maintenance of the Premises. Tenant agrees to comply with all the terms and conditions of the endowment and to use the earnings thereon solely in connection with the operation and maintenance of the Premises. Tenant agrees not to materially change the permitted uses of the Operating Endowment without the written consent of the Landlord.

6.3 Compliance with Budget Law and Excess Fees.

(a) All of the Landlord's obligations under this Lease are subject to the governing body of Landlord lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon Landlord only to the extent such an appropriation is made. Nothing contained in this Lease obligates Landlord to make any such appropriation.

(b) Landlord agrees that any Pledged Rental Car Fees received by Landlord in excess of what is determined by Landlord to be needed to pay annual debt service on the Bonds (the "**Excess Fees**") shall be used only as permitted by NRS 244A.860(3) and the Interlocal Agreement. Landlord agrees that, subject to paragraph (a) immediately next above, Landlord's manager shall, in the budget presented to the governing body of Landlord for each of Landlord's fiscal years, show (i) any Excess Fees as being used for the purposes permitted by NRS 244A.860 (3) and the Interlocal Agreement that are set forth in the Operating Budget and (ii) any other obligations of Landlord under this Lease which have a fiscal requirement on Landlord.

(c) Landlord shall pay Tenant any Excess Fees on a quarterly basis. Tenant agrees that any Excess Fees it receives from Landlord will be used first to pay all amounts necessary to satisfy all of Tenant's obligations under Tenant's credit facility. After Tenant's credit facility has been fully repaid, Tenant agrees that any additional Excess Fees it receives from Landlord will be used to pay to Landlord the sum of Twenty Million Dollars ($20,000,000) plus the amount of the City Contingency Amount to the extent actually expended and used pursuant to Section 6.2(b) and Section 6.2(c) of the Design and Construction Agreement (provided such amount shall not exceed Five Million Dollars ($5,000,000) in any event) (the "**City Reimbursement Amount**"), as reimbursement for funds that Landlord contributed for the construction of the Primary Theater Project on Tenant's behalf; provided, however, that Tenant shall not have to pay to City the City Reimbursement Amount to the extent that City has refinanced the Bonds and in connection therewith has been reimbursed for the City Reimbursement Amount or portion thereof. Thereafter, Tenant shall be free to use the Excess Fees for the purposes permitted by NRS 244A.860 (3) and the Interlocal Agreement.

6.4 Annual Operating Budget. Tenant agrees that no later than February 1 of each year Tenant shall submit to Landlord an operating budget for the performing arts center for the twelve (12) month period commencing on the next July 1 (the "**Operating Budget**") showing in detail reasonably acceptable to Landlord, Tenant's projected operating costs and revenues for such calendar year. Such budget shall set forth the amount of Excess Fees Tenant projects to use during such twelve (12) month period.

6.5 Interlocal Agreement. Pursuant to NRS Section 244A.860 and the Interlocal Agreement, Landlord assumed all responsibility for the acquisition, design, construction, improvement, equipment, operation and maintenance of the performing arts center and agreed to use the Pledged Rental Car Fees to pay the costs incurred for the acquisition, development, construction, operation and maintenance the performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof. Pursuant to NRS Section 244A.860 and subject to and in accordance with the terms of this Lease, Landlord hereby delegates to Tenant, and Tenant hereby assumes from Landlord all responsibility for the design, equipment, operation and maintenance of the performing arts center and PAC agrees to use the Pledged Rental Car Fees that it receives from Landlord to pay the costs associated with such obligations.

SECTION 7
ALTERATIONS

Except for Minor Alterations, Tenant shall not make any alterations, additions, or improvements to the Premises (collectively "**Alterations**") without Landlord's prior written consent, which shall not be unreasonably withheld or conditioned, including, without limitation, any Alterations to the exterior of the Premises (including signage). Tenant shall deliver to Landlord, for Landlord's approval (which approval shall not be unreasonably withheld) prior to bidding any construction of the Alterations (except for Minor Alterations), a complete set of plans and specifications for the proposed Alterations (except for Minor Alterations), copies of

contracts with general contractors, evidence of contractor's insurance and bonds, and all then necessary permits for such construction. Except for Minor Alterations, Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any Alterations constructed in violation of this **Section 7** promptly following Landlord's written demand therefore. All Alterations will be accomplished in a good and workmanlike manner, in conformity with all Applicable Laws, and by a contractor approved by Landlord which approval shall not be unreasonably withheld, provided that Landlord's approval of the contractor shall not be required for Minor Alterations. Landlord's approval of the plans, specifications and working drawings for any Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all Applicable Laws. Except for Minor Alterations, upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials. All Alterations, including Minor Alterations, shall be made in compliance with and in accordance with NRS Chapter 338.

SECTION 8
UTILITIES

Landlord and Tenant acknowledge that this Lease is intended to be a fully net lease and that Tenant shall be responsible for all repairs required to the Premises and for the provision of all utilities at the Premises, including, but not limited to, water, sewage, trash removal, waste disposal, janitorial, electricity, telephone, security, and cleaning of the Premises, together with any taxes thereon. Tenant shall contract with and pay, directly to the appropriate supplier, the cost of all utilities and services supplied to the Premises.

SECTION 9
PARKING FACILITIES AND COMMON AREAS

9.1 Offsite Parking.

(a) At all times during the Lease Term, Landlord shall provide to Tenant, and to its agents, employees, servants, contractors, tenants, licensees, customers, and business invitees (collectively, the "**Tenant Parties**"), the use of 1,200 parking spaces in Symphony Park (the "**Parking Facilities**"). At all times during the Lease Term when Landlord or one of its affiliates owns the real property on which the Parking Facilities are located (collectively, the "**Parking Property**"), or any portion thereof, such Parking Facilities, or applicable portion thereof, (i) shall be for the use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events; and (ii) may be used by Tenant and the Tenant Parties in a nonexclusive manner at all other times while the Parking Facilities are open. At all times during the Lease Term when Landlord or one of its affiliates does not own the Parking Property, or any portion thereof, such Parking Facilities, or applicable portion thereof, shall be for the nonexclusive use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events. Notwithstanding anything herein to the contrary, concurrent with the execution of this Lease, Landlord and Tenant shall enter into a parking license agreement, in

DRAFT

form and substance reasonably acceptable to Landlord and Tenant, whereby Landlord grants Tenant and the Tenant Parties the exclusive right to use the Parking Facilities, however they may be comprised in light of bonding requirements, on weekends and after business hours on weekdays only during events. The Parking Facilities will be subject to reasonable rules and regulations as Landlord or private parking garage owners, as applicable, may from time to time impose. At all times during the Lease Term, Landlord shall use commercially reasonable efforts to provide the Parking Facilities in a location which is reasonably close in proximity to the front door of the performing arts center. Landlord intends to initially provide the Parking Facilities to Tenant at the location substantially consistent with Exhibit "F" attached hereto ("**Initial Parking Facilities**"). At all times during the Lease Term and during which Landlord or one of its affiliates owns the Parking Property, or any portion thereof, Landlord shall (A) keep and maintain in good order, condition and repair such Parking Facilities; and (B) shall manage, or shall utilize the services of a parking management company to manage, such Parking Facilities located thereon to ensure and enforce the exclusive parking rights granted to Tenant and the Tenant Parties hereby.

(b) During the first five (5) years following the Commencement Date ("**Initial Parking Term**"), Landlord shall provide the Parking Facilities to Tenant and the Tenant Parties at no charge to the Tenant or the Tenant Parties, provided that Tenant does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. At the end of the Initial Parking Term, Landlord agrees to consider a request from Tenant in its Operating Budget for Landlord to continue to provide the Parking Facilities free of charge for another five (5) year period provided that Tenant again does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. Following expiration of the Initial Parking Term and in the event that Landlord does not agree to continue to provide the Parking Facilities free of charge, Landlord shall be permitted to charge a fee to the Tenant Parties for use of the Parking Facilities, provided that such charge shall not exceed the reasonable going market rate for parking in downtown Las Vegas, Nevada.

(c) Tenant acknowledges and agrees that Landlord is developing, or causing to be developed, Symphony Park for other commercial, residential, and entertainment uses. Tenant hereby agrees that as construction on Symphony Park progresses that Landlord shall have the right to relocate the Parking Facilities to locations on Symphony Park other than the location identified as the Initial Parking Facilities ("**Substitute Parking Facilities**") so long as the requirements and conditions set forth in subsections (a) and (b) above are satisfied. Landlord agrees to give Tenant no less than ninety (90) days notice prior to any relocation of any Parking Facilities to Substitute Parking Facilities. Tenant acknowledges that the Substitute Parking Facilities may be in the form of surface parking, parking in a structured garage, or a combination thereof. Landlord shall use commercially reasonable efforts to provide the Substitute Parking Facilities at a location which is reasonably close in proximity to the front door of the performing arts center. Tenant agrees that such relocation may require Landlord to charge a fee to Tenant for use of the Substitute Parking Facilities, subject to the terms specified in subsection (b) above.

(d) In the event Landlord relocates City Hall to Main Street (across the railroad tracks from Symphony Park) at the location currently planned for City Hall, Landlord shall make available to Tenant and the Tenant Parties the parking garage related to or on the City

Hall site as Parking Facilities subject to the requirements set forth in this Section; provided, however that such parking garage shall not constitute Parking Facilities hereunder until such time as, and only for such period as, pedestrian access reasonably acceptable to Tenant connecting such parking garage to Symphony Park is open to the public. Tenant agrees that nothing contained in this Lease or otherwise creates any agreement or obligation whatsoever on the part of Landlord or any department, employee or agent of Landlord to construct City Hall or any other building or project within Symphony Park except as otherwise provided in the Design and Construction Agreement.

(e) In the event that Landlord desires to convey or lease the Parking Property, any portion thereof, or any real property on which Landlord intends that the Parking Facilities, or any portion thereof, be located, to a party other than one of Landlord's affiliates, Landlord agrees that such real property will be conveyed or leased, as applicable, subject to a covenant running with such real property requiring the transferee or tenant thereof, as applicable, to provide Tenant and the Tenant Parties with the Parking Facilities and otherwise comply with the terms and provisions of this **Section 9** hereof.

9.2 Access to Parking Facilities. Landlord hereby grants to Tenant and the Tenant Parties a non-exclusive irrevocable license, at no cost or expense to Tenant or any Tenant Party, to traverse Symphony Park in order to drive in, through and out of the Parking Facilities to and from any public street. Additionally, Landlord shall cause the Symphony Park Master Association and/or other applicable property owners to grant to Tenant and the Tenant Parties a non-exclusive irrevocable license, at no cost or expense to Tenant or any Tenant Party, to traverse Symphony Park in order to travel between the Premises and the Parking Facilities along sidewalks and pathways.

SECTION 10
TAXES

10.1 Real Property Taxes and Assessments. Tenant shall pay or cause to be paid all taxes and assessments as they come due which (i) are or may become a lien on the Premises or which are assessed against or imposed upon the Premises or (ii) are charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall furnish Landlord with receipts (or if receipts are not immediately available, with copies of canceled checks evidencing payment with receipts to follow promptly after they become available) showing payment of such taxes and assessments at least fifteen (15) days following Landlord's request therefor. Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any asserted tax or assessment so long as (a) such contest is diligently pursued, and (b) Landlord reasonably determines, in its subjective opinion, that such contest suspends the obligation to pay the tax and that nonpayment of such tax or assessment will not result in the sale, loss, forfeiture or diminution of the Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such

DRAFT

contest shall be concluded, the taxes, assessments, interest, costs and penalties shall be paid prior to the date any writ or order is issued under which the Premises may be sold, lost or forfeited.

10.2 Taxes Related to Tenant Activities. Tenant shall pay when due any and all taxes, assessments or fees for which Tenant is liable and which arise directly or indirectly from Tenant's activities on the Premises. Within ten (10) business days of written demand from Landlord, Tenant shall furnish Landlord evidence satisfactory to Landlord of the timely payment of any such tax, assessment or fee.

10.3 Landlord Receives Statement or Bill. Whenever Landlord shall receive any statement or bill for any tax, payable in whole or in part by Tenant, or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) business days after written demand therefor accompanied by delivery to Tenant of a copy of such tax statement.

SECTION 11
MAINTENANCE AND REPAIRS

11.1 No Landlord Repairs. Landlord shall have no responsibility or liability for failure to supply any services or maintenance or to make any repairs on the Premises. Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by or in connection with the Premises, or any appurtenances thereto, being out of repair or by bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any occupant of the Premises, or of any other person other than those caused by Landlord or any Landlord Party.

11.2 Tenant Repairs.

(a) Tenant shall keep and maintain in good order, condition and repair (including, without limitation, any such replacement and restoration as is required for that purpose) the Premises, every part thereof and any and all appurtenances thereto wherever located, including, without limitation, all repairs and replacements, structural and nonstructural, foreseen and unforeseen, which are necessary to maintain and preserve the Premises in good condition and operation. All repairs shall be made in accordance with all Applicable Laws, including NRS Chapter 338, promptly, efficiently, and in a good workmanlike manner. Tenant agrees to provide Landlord a schedule of regular maintenance and repair that Tenant shall undertake in connection with the Premises. Landlord shall have the right to conduct an annual inspection of the Premises to determine Tenant's compliance with this **Section 11.2** and Tenant agrees to cooperate in such annual inspection.

(b) If Tenant fails to maintain or repair the Premises as required by this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant (provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall,

within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice), then Landlord may, without declaring Tenant in default of this Lease and upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision, promptly upon demand. Tenant agrees that, provided that Landlord has followed the procedures set forth in this subsection (b) for the exercise of Landlord's right to cure Tenant's failure to maintain or repair the Premises, Landlord shall be entitled to apply any Excess Fees to pay the costs of such maintenance or repair or to reimburse Landlord for such costs incurred by Landlord.

SECTION 12
LIENS

Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work on the Premises. Landlord may elect to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises or any part thereof. If any Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises or any part thereof, Tenant shall within thirty (30) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord promptly upon demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no Charge shall be allowed against the estate, rights, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Premises or provide materials therefore.

SECTION 13
INSURANCE

13.1 Maintain Insurance Policies. Tenant shall, at Tenant's expense, maintain in force and effect on the Premises at all times the following insurance:

(a) Insurance against loss or damage to the Premises by fire, windstorm, tornado and hail and against loss and damage by such other, further and additional risks as may be now or hereafter embraced by an "all-risk" or "special form" form of insurance policy. The amount of such insurance shall be not less than one hundred percent (100%) of the full replacement cost (insurable value) of the Premises. The full replacement cost shall be determined by Landlord and Tenant annually upon renewal of the insurance policy to ensure compliance with the foregoing requirement throughout the Lease Term; provided that the full replacement cost of the Premises shall be established by an MAI appraisal every five (5) years during the Lease Term. Absent such adjustment, each policy shall contain such terms as are necessary to insure that the policy limit will be increased over time to reflect the effect of inflation. Full replacement cost, as used herein, means, with respect to the Premises, the cost of replacing the Premises without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor. Tenant shall also maintain insurance against loss or damage to furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in the Premises and owned by Tenant from time to time, to the extent applicable, in the amount of the cost of replacing the same, in each case, with such coverage as is necessary to insure that the amount will be increased over time to reflect the effect of inflation, or annual valuation. Each policy or policies shall contain a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any co-insurance provisions) or a waiver of any co-insurance provisions, all subject to Landlord's approval. The maximum deductible shall be $100,000.00 or such other amount that is acceptable to Landlord based on its assessment of market conditions as the same shall apply to properties similar to the Premises.

(b) Commercial general liability insurance against claims for personal injury, bodily injury, death and Premises damage occurring on, in or about the Premises in amounts not less than $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate plus umbrella coverage in an amount not less than $2,000,000.00. During any construction on the Premises, Tenant's general contractor for such construction shall also provide the insurance required in this subsection (b). Landlord hereby retains the right to periodically review the amount of said liability insurance being maintained by Tenant and to require an increase in the amount of said liability insurance should Landlord deem an increase to be reasonably prudent under then existing circumstances.

(c) Boiler and machinery insurance is required if steam boilers or other pressure-fired vessels are in operation at the Premises. Minimum liability coverage per accident must equal the greater of the replacement cost (insurable value) of the Premises housing such boiler or pressure-fired machinery or $2,000,000.00. If one or more HVAC units that serve(s) all or a material part of the Premises is in operation at the Premises, "Systems Breakdowns" coverage shall be required, as determined by Landlord. Minimum liability coverage per accident must equal the value of such unit(s).

(d) If the Premises or any part thereof are situated in an area now or subsequently designated by the Federal Emergency Management Agency ("FEMA") as a special flood hazard area (Zone A or Zone V), flood insurance in an amount equal to the lesser of: (i) the

minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis or (ii) the maximum insurance available under the appropriate National Flood Insurance Administration program. The maximum deductible shall be $100,000.00 per building or a higher minimum amount as required by FEMA or other Applicable Laws.

(e) During the period of any construction, renovation or alteration of the Premises which exceeds $50,000.00, at Landlord's request, a completed value, "All Risk" Builder's Risk form, or "Course of Construction" insurance policy in non-reporting form with replacement cost and no co-insurance, in an amount approved by Landlord, may be required. During the period of any construction of any addition to the existing Premises, a completed value, "All Risk" Builder's Risk form or "Course of Construction" insurance policy in non-reporting form, in an amount approved by Landlord, shall be required.

(f) When required by Applicable Laws, ordinance or other regulation, Worker's Compensation and Employer's Liability Insurance covering all persons subject to the workers' compensation laws of the state in which the Premises is located.

(g) Such other insurance on the Premises or on any replacements or substitutions thereof or additions thereto as may from time to time be required by Landlord against other insurable hazards, casualties or matters, but only to the extent such matters at the time are commonly insured against in the case of Premises similarly situated, including, without limitation, earthquake and law and ordinance insurance, due regard being given to the height and type of buildings, their construction, location, use and occupancy.

(h) All such insurance shall (i) be with insurers fully licensed and authorized to do business in Nevada and which insurers, unless otherwise approved in writing by Landlord, shall have and maintain a "General Policyholders' Rating" of "BBB" or better and a "financial rating" of 10 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as Landlord shall approve, in its sole discretion; (ii) contain the complete address of the Premises (or a complete legal description); (iii) be for terms of at least one year with premium prepaid; (iv) be subject to the approval of Landlord as to insurance companies, amounts, content, forms of policies, method by which premiums are paid and expiration dates; (v) contain deductibles which do not exceed $100,000.00 or an amount subject to Landlord's approval (except that the deductible with respect to the policy described in clause (d) above, shall not exceed $100,000.00 or a higher minimum amount as required by FEMA or other Applicable Laws); and (vi) include a standard, non-contributory, Landlord clause naming Landlord as an additional insured under all liability insurance policies and as the owner of the Premises on all Premises insurance policies.

13.2 Certificates of Insurance. Insurance required to be maintained by Tenant hereunder shall be in companies duly authorized to do business in Nevada holding a "General Policyholders' Rating" of "BBB" or better and a "financial rating" of 10 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as Landlord shall approve, in its sole discretion. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all

other named insureds on or before the Commencement Date and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord of such cancellation. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by the insurer or Tenant shall require not less than thirty (30) days prior written notice to Landlord. If Tenant fails to maintain any insurance coverage as required by this Lease, Landlord may, without declaring Tenant in default of this Lease, procure any such insurance coverage. In such case, Tenant shall reimburse Landlord within thirty (30) days of demand for all costs incurred in obtaining such insurance. Tenant agrees that Landlord shall be entitled to apply any Excess Fees to pay the costs of procuring such insurance coverage in the event Tenant fails to reimburse Landlord within such thirty (30) day period.

13.3 Waiver of Rights of Recovery. Tenant hereby waives any and all rights of recovery from Landlord, its stockholders, directors, officers, partners, managers, members, agents and employees for any loss or damage, including, without limitation, consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of property insurance policy required to be maintained by Tenant hereunder.

13.4 Waiver of Subrogation. Provided it does not violate any Applicable Laws or regulations or jeopardize Tenant's insurance coverage(s), each policy of property insurance (and to the extent obtainable with respect to public liability insurance) provided for in this Section shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against both Landlord and Tenant, and their stockholders, directors, officers, partners, members, managers, agents and employees. All such policies carried by Tenant shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Landlord may carry. Anything contained herein to the contrary notwithstanding the amounts of all insurance required hereunder to be paid by Landlord or Tenant shall be not less than an amount sufficient to prevent the applicable party from becoming a co-insurer.

13.5 No Prohibited Items or Use. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

SECTION 14
DESTRUCTION OF PREMISES; CONDEMNATION

14.1 Minor Damage. Should the Premises or any portion thereof be damaged or destroyed by any cause whatsoever ("**Damaged**") which Damage is assessed in an amount less than One Million Dollars ($1,000,000) ("**Minor Damage**"), Tenant shall provide Landlord with prompt written notice of the same and shall promptly repair, reconstruct and restore (collectively,

"**Repair**") such Minor Damage to the Premises in accordance with the terms of this Lease and Applicable Laws including, but not limited to, NRS Chapter 338. Tenant may, without the prior written consent of Landlord, settle, compromise or adjust or apply any insurance or other claim so long as the amount of the claim (but not the settlement or compromise thereof) is less than $1,000,000. Landlord and Tenant agree that any insurance proceeds payable in connection with Minor Damage shall be payable directly to Tenant to be used for such Repair and Landlord shall have no claim whatsoever to such proceeds. All repair undertaken by Tenant shall be in compliance with **Section 12** hereof. Such dollar amounts contained in this **Section 14.1** shall be increased by the applicable CPI-U Percentage Increase on the first day of each year during the Lease Term (in each case, an "**Adjustment Date**").

14.2 Major Damage.

(a) Should the Premises or any portion thereof be Damaged which Damage is assessed in an amount of One Million Dollars ($1,000,000) or more ("**Major Damage**"), Tenant shall provide Landlord with prompt written notice and, subject to the provisions of this **Section 14.2**, promptly Repair such Major Damage to the Premises in accordance with the terms of this Lease and Applicable Laws including, but not limited to, NRS Chapter 338. In the event that the amount of the claim (but not the settlement or compromise thereof) is $1,000,000 or more, Tenant may not settle, compromise or adjust or apply any insurance or other claim without Landlord's prior written consent, which consent shall not be unreasonably withheld. Upon the occurrence and during the continuation of a Tenant Event of Default, Landlord shall have the sole right to settle, compromise or adjust any insurance or other claim related to Major Damage of the Premises in such manner as Landlord may determine, and for this purpose, Landlord may, in its own name or in the name of Tenant, take such action as Landlord deems appropriate. Such dollar amounts contained in this **Section 14.2(a)** shall be increased by the applicable CPI-U Percentage Increase on the Adjustment Date.

(b) Landlord and Tenant agree that any insurance proceeds payable in connection with Major Damage to the Premises shall be payable directly to Landlord to be used pursuant to and in accordance with this **Section 14.2**. Subject to the satisfaction or waiver of the Restoration Conditions, Landlord shall disburse such insurance proceeds to Tenant as necessary to pay for the Repair of the Major Damage to the Premises on a monthly construction draw basis with a ten percent (10%) retention which retention will be disbursed to Tenant upon presentation to Landlord that such Repair has been completed on a lien free basis. For purposes of this **Section 14.2(b)**, the term "**Restoration Conditions**" means: (i) Tenant shall have delivered written notice to Landlord of its intention to commence Repair of the Major Damage to the Premises within sixty (60) days from the date that Landlord provides Tenant with notice that the condition in subsection (ii) below has been satisfied; (ii) all insurance proceeds shall have been deposited with Landlord; (iii) Tenant shall have deposited with Landlord in the form of cash, letter of credit or other assets approved by Landlord the amount necessary, if any, to pay the difference between the cost of such Repair for the Premises and the amount of such insurance proceeds; (iv) Tenant shall have delivered to Landlord a budget of all costs of such Repair for the Premises which budget is reasonably acceptable to Landlord; and (v) Landlord and all applicable

governmental agencies shall have approved the final plans and specifications for such Repair of the Premises, which approval by Landlord shall not be unreasonably withheld.

(c) In the event that following any Major Damage to the Premises, the Restoration Conditions are not satisfied within eighteen (18) months of the occurrence of such Major Damage, then either Tenant or Landlord shall have the right to terminate this Lease upon written notice to the other. In the event that this Lease is terminated pursuant to this Section, the insurance proceeds obtained as a result of such Major Damage shall be distributed as follows: (i) first, to satisfy and fully discharge any Bonds then outstanding; (ii) second, to repay any of Tenant's donors who require repayment in the event that the performing arts center is not operational; (iii) third, to pay for the costs of demolition of the buildings located on the Premises; and (iv) lastly, to Landlord and Tenant in proportion to their respective contributions to the Construction Fund (as defined in the Design and Construction Agreement).

(d) Except as set forth in this **Section 14.2**, Tenant agrees that Landlord shall have no obligation or liability whatsoever to Repair any Damage whatsoever to the Premises.

14.3 Condemnation. Should the whole or any part of the Premises be condemned or taken by a competent condemning authority for any public or quasi-public purpose, Tenant and Landlord shall each be entitled to seek recovery of condemnation proceeds for their respective interests in the Premises, and any fixtures, equipment, or personal property that is taken by the condemning authority. For purposes of this **Section 14.3**, a deed granted in lieu of condemnation shall be deemed a taking. If the whole of the Premises be condemned or taken, then this Lease shall terminate upon the taking of physical occupancy by the condemning authority. If a part of the Premises is taken which materially interferes with Tenant's use of the Premises, Tenant shall have the option to terminate this Lease by notifying Landlord of such election in writing within sixty (60) days after such taking. In no event shall a taking terminate this Lease without such notification. If such partial taking does not result in termination of this Lease, this Lease shall continue in full force and effect.

SECTION 15
INDEMNIFICATION AND LANDLORD EXEMPTION

15.1 Indemnification and Exemption of Landlord from Liability.

(a) Tenant shall indemnify and hold harmless Landlord and all agents, servants and employees of Landlord (collectively, the "**Landlord Parties**") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges (collectively the "**Losses**") arising from or in connection with any of the following during the Lease Term (i) Tenant's use of the Premises, or (ii) the conduct of Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees during the Lease Term, and from and against all Losses incurred in the

defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause during the Lease Term and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this **Section 15.1(a)** shall survive any termination of this Lease.

(b) The Landlord Parties shall not be liable for any and all Losses arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in the quality or quantity of any utilities or services supplied to the Premises, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Premises; (e) the interruption for any reason in the use of the Premises; (f) the destruction of the Premises; or (g) any conditions arising in or about the Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Without limiting the foregoing, the Landlord Parties shall not be liable for any and all claims, losses, damages, expenses, penalties and charges arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Premises or any other place upon or near the Premises; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Premises; or (x) any act or omission of the Parties (other than Landlord or the Landlord Parties) nor, unless otherwise permitted under this Lease, shall any of the foregoing work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default, nor shall Tenant have any rights at any time to cure any defaults of the Landlord under this Lease.

15.2 Indemnity Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall be liable for, and Tenant shall not be obligated to indemnify and hold the Landlord Parties harmless from and against, any Losses arising from or in connection with any of the foregoing arising prior to the Commencement Date or by reason of any act, omission or negligence of the Landlord Parties.

15.3 Landlord Indemnification Obligations. Tenant and its officers, managers, directors, shareholders, members, agents, servants and employees (collectively, the "**Tenant Indemnified Parties**") shall not be liable for, and Landlord shall indemnify and hold the Tenant Indemnified Parties harmless from and against, any Losses arising from or in connection with any act, omission or negligence of Landlord. The Parties hereto understand and agree that neither this Section nor any other provision of this Lease shall constitute a waiver by Landlord of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Landlord's status as a political subdivision of the State of Nevada, and that Landlord's indemnifications hereunder are limited by and subject to Chapter 41 of NRS. If any action or proceeding be brought against any of the Tenant Parties by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense. Tenant shall have the right to select independent counsel to defend Tenant pursuant to this **Section 15.3** provided that such independent counsel is approved by Landlord (which approval shall not be unreasonably withheld) and that Tenant pays all costs and fees of such independent counsel. Landlord's obligations under this **Section 15.3** shall survive any termination of this Lease.

SECTION 16
ASSIGNMENT AND SUBLETTING

16.1 With Respect to Tenant. Tenant shall not assign, transfer or sublet this Lease nor the leasehold estate hereby created or any interest herein, or license the use of all or any portion of the Premises, whether by assignment, mortgage, sublease, license, transfer, operation of law, without the prior express written consent of the Landlord, which consent shall not be unreasonably withheld. Upon any valid assignment of this Lease, Tenant shall be relieved of all obligations accruing from the effective date of the assignment. No sublease shall affect Tenant's obligation to perform its agreements hereunder.

16.2 With Respect to Landlord. During the term of this Lease, Landlord shall not sell, mortgage, pledge, hypothecate, encumber or otherwise transfer, assign or dispose of all or any part of the Premises, this Lease or any interest in the Premises or this Lease.

SECTION 17
PROHIBITION OF LEASEHOLD ENCUMBRANCES

Tenant shall not in anyway pledge or encumber any or part of its interest in this Lease without the prior written consent of Landlord which consent may be granted or withheld at Landlord's sole discretion.

SECTION 18
ESTOPPEL CERTIFICATE

Tenant shall, without charge, within ten (10) business days of any demand therefor by Landlord, execute and deliver to Landlord and/or Landlord's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning this Lease, the Premises and Tenant as Landlord or said designee may request. In the event that Tenant fails to execute and/or deliver any such certificate or offset statement to Landlord within said ten (10) business days, Tenant hereby appoints Landlord and its permitted successors and assigns, as attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant. Similarly, Landlord shall, without charge, within ten (10) business days of any demand therefor by Tenant, execute and deliver to Tenant and/or Tenant's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Landlord, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning the Lease, the Premises and Landlord as Tenant and/or said designee may request. In the event that Landlord fails to execute and/or deliver any such certificate or offset statement to Tenant within said ten (10) business days, Landlord hereby appoints Tenant, its successors and assigns, as attorney-in-fact of Landlord irrevocably to execute and deliver any and all such documents for and on behalf of Landlord.

SECTION 19
DEFAULT

19.1 Tenant's Default. Each of the following events shall be deemed to be events of default by Tenant under this Lease (collectively, "**Tenant Events of Default**"):

(a) Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord;

(b) Except as provided in paragraph (c) next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice;

(c) Tenant violates the covenant and restriction set forth in **Section 5.2** hereof and such violation continues for more than five (5) days after written notice from Landlord;

(d) Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect;

(e) There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) calendar days; and

(f) If Tenant abandons or vacates the Premises for thirty (30) consecutive days or fails to operate the Premises for ninety (90) consecutive days.

19.2 Landlord's Remedies. Upon the occurrence of any Tenant Event of Default, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by Applicable Laws, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including, but not limited to, damages related to interruption of Tenant's business.

(b) Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the Premises, and (ii) enforce any rights Landlord may have against said Premises or store any personal property remaining in the Premises in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such Premises, whether of Tenant or any third party whomsoever;

(c) Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

(d) In addition to any other remedies it may have, in the event of a violation of **Section 5.2** by Tenant which remains uncured after five (5) days of Landlord's written notice to Tenant thereof, Tenant shall be liable to Landlord for any damages Landlord incurs as a result of

DRAFT

such violation which amounts shall be payable by Tenant to Landlord within thirty (30) days from Landlord's written demand therefor; and

(e) In addition, Landlord shall have all other remedies available to Landlord, including, without limitation, the right to enjoin any violation of **Section 5.2** above.

19.3 Termination Requires Specific Notice. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to Sections 19.2(a) and 19.2(b), or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

19.4 Remedies Cumulative. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

19.5 No Waiver. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

19.6 Legal Proceedings. Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with (i) any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered or (ii) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

SECTION 20
LANDLORD'S DEFAULT

20.1 Landlord's Default. Each of the following events shall be deemed to be events of default by Landlord under this Lease (collectively, "**Landlord Events of Default**"):

(a) Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant;

DRAFT

(b) Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

(c) Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect; and

(d) Landlord is in breach of or in default under the Bonds and/or any Bond documents in connection therewith and failed to cure such breach or default within any applicable cure period provided therein.

20.2 Tenant's Remedies. Upon the occurrence of any Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

(a) Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

(b) Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset said costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

SECTION 21
QUIET ENJOYMENT

Tenant, upon paying the rentals and other payments herein required and upon performance of all of the terms, covenants and conditions of this Lease on its part to be kept, may quietly have, hold and enjoy the Premises during the Lease Term without any disturbance from Landlord or from any other person claiming through Landlord, except as expressly provided otherwise in this Lease.

SECTION 22
RIGHT OF LANDLORD TO CONVEY PREMISES TO TENANT

22.1 Right of Landlord to Convey Premises to Tenant. Tenant agrees that, following the satisfaction and full discharge of the Bonds, Landlord, in Landlord's sole and absolute discretion, shall have the right to convey to Tenant all of Landlord's right title and interest in the

DRAFT

Premises in consideration of $1.00. In the event Landlord desires to exercise its right to convey the Premises to Tenant, Landlord shall give Tenant ninety (90) days written notice of its intent to convey the Premises to Tenant. To be effective, such notice shall be accompanied by a current title report on the Premises, together with a legible copy of every document shown as an exception or requirement thereto. Tenant shall have the right to review and approve such title report and exceptions during such 90-day period provided that (i) such approval shall not be unreasonably withheld (if Tenant's disapproval is based on a monetary encumbrance not created by Tenant or as a result of Tenant's actions, such disapproval shall be deemed reasonable); and (ii) Tenant shall not have the right to disapprove of any title matters created by Tenant or resulting from Tenant's actions. If Tenant notifies Landlord that it approves of the status of title during such 90-day period, Landlord shall promptly convey the Premises to Tenant by the execution and recordation of a customary grant, bargain and sale deed (the "**Deed**") and the execution and delivery to Tenant of such bills of sale and other transfer documents as may be reasonably required by Tenant to transfer the Premises to Tenant (collectively with the Deed, the "**Transfer Documents**"). Upon the recordation of the Deed and the delivery to Tenant of the other Transfer Documents, this Lease shall automatically terminate and be of no further force and effect, provided, however, that the following shall survive any such termination of the Lease: (a) any and all indemnity obligations set forth in Sections 5.4 and 15 of this Lease in connection with anything occurring prior to the termination of the Lease; (b) Landlord's obligations to provide Tenant with the use of parking facilities and access thereto pursuant to and in accordance with **Section 9** of this Lease; and (c) all of Tenant's and Landlord's other rights and obligations set forth in **Sections 4.2, 6.3(b), 6.4, 6.5** and **Section 9** of this Lease. Upon the request of Tenant, Landlord shall, concurrently with the execution and delivery to Tenant of the Transfer Documents, enter into a separate agreement in recordable form with Tenant stating the rights and obligations set forth above which are to survive any termination of this Lease pursuant to this Section, the form of which shall be reasonably acceptable to Tenant. Such separate agreement may be recorded against the real property on which the Parking Facilities or Substitute Parking Facilities, as applicable, are located provided that City is the owner of such real property. Landlord agrees that such conveyance shall be at no expense to Tenant including recording fees, conveyance taxes and other transfer charges.

SECTION 23
REPRESENTATIONS AND WARRANTIES

23.1 Landlord's Representations and Warranties. In addition to any other representations and warranties made by Landlord herein, Landlord hereby represents and warrants to Tenant, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

(a) There are no pending or, to the best of Landlord's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Premises;

(b) Landlord has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Landlord and constitutes the valid and legally

binding obligation of Landlord, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) Landlord possesses good and marketable fee simple title to the Premises;

(d) Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Landlord or the Premises is subject; (ii) violate any provision of Landlord's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Landlord is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

(e) Landlord has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the Premises.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of Landlord is required in connection with Landlord's execution and delivery of this Lease and the performance of its obligations hereunder.

(g) There are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Premises, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Premises.

23.2 Tenant's Representations and Warranties. In addition to any other representations and warranties made by Tenant herein, Tenant hereby represents and warrants to Landlord, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

(a) Tenant is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) or Section 509(a) of the Tax Code.

(b) Tenant has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Tenant and constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Tenant is subject; (ii) violate any provision of Tenant's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Tenant is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

SECTION 24
MISCELLANEOUS

24.1 Non-Discrimination. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

24.2 Force Majeure. Neither party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any Rent or charge required of Tenant hereunder.

24.3 Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made (and effective) if served personally, delivered by a nationally recognized overnight courier service, or faxed and deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the following addresses:

If to Landlord:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager
Facsimile No.: (702) 388-1807

With a copy to:

City Attorney
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Attorney
Facsimile No.: (702) 386-1749

If to Tenant:

Las Vegas Performing Arts Center Foundation

DRAFT

241 West Charleston Blvd., Suite 111
Las Vegas, Nevada 89102
Attention: President
Facsimile: (702) 614-0205

With a copy to: Kim Sinatra, Esq.
3131 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Facsimile: (702) 770-1520

and Brownstein Hyatt Farber Schreck, LLP
100 City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Attention: Angela Turriciano Otto
Facsimile No.: (702) 382-8135

Notice shall be deemed to have been given when received by the addressee; provided, however, that notice delivered by facsimile with the original sent by certified or registered mail shall be deemed to have been received on the day it is faxed to the addressee and the person sending the fax has received a printed confirmation thereof generated by its fax machine. Either party may change its address for the purpose of receiving notices by providing written notice to the other.

24.4 Binding on Permitted Successors and Assigns. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

24.5 Partial Invalidity. If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.6 Time is of the Essence. Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

24.7 Entire Agreement. Except as expressly stated in **Section 5.4** of this Lease and except with respect to Landlord's environmental insurance obligations set forth in Section 3B(g) of **"Exhibit B"** (Project Environmental Management) to the Design and Construction Agreement, this Lease contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provisions,

whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

24.8 No Partnership or Joint Venture. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

24.9 Captions. The captions are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

24.10 Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Lease or any alleged breach thereof. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

24.11 Recordation. This Lease shall not be recorded. However, the parties agree to execute, acknowledge and record a Memorandum of Lease in the form attached hereto as Exhibit "D" and incorporated herein by this reference. A Memorandum of Termination of Lease in the form attached hereto as Exhibit "E" shall also be executed and acknowledged by the parties, shall be held by Landlord, and shall be recorded by Landlord upon termination of the Lease.

24.12 Authorization. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this Lease on their respective behalves to do so.

24.13 No Brokers. Landlord and Tenant each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Lease. Landlord and Tenant each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Lease.

24.14 Counterparts. The delivery of facsimile copies of any parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. This Lease may be executed in counterparts, each of which executed counterparts shall be deemed an original, but which, together, shall constitute one and the same

instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

24.15 Interpretation. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

24.16 Third Parties. Nothing in this Lease, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Lease.

24.17 Expenses. Except as otherwise provided in this Lease, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Lease, including, without limitation, the fees and expenses of each party's legal counsel.

24.18 Further Assurances. Each party shall, from time to time after the execution of this Lease, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this Lease without undue delay.

24.19 Jurisdiction. Each of Landlord and Tenant agree to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Lease and, in furtherance of such agreement, each party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each party by registered or certified mail to or by personal service at the last known address of each party, whether such address be within or without the jurisdiction of any such court.

24.20 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, Tenant warrants that it has disclosed, on Exhibit "C" attached hereto, all members of the Board of Directors of Tenant, as well as all persons and entities holding more than 1% interest in Tenant or any principal of Tenant. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

DRAFT

[*Signatures appear on the following page.*]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Commencement Date.

"Landlord"	**"Tenant"**
City of Las Vegas, Nevada, a political subdivision of the State of Nevada	Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

DRAFT

LIST OF EXHIBITS

Exhibit "A"	Depiction of Symphony Park
Exhibit "B"	Description of Premises
Exhibit "C"	Disclosure of Principals
Exhibit "D"	Form of Memorandum of Lease
Exhibit "E"	Form of Memorandum of Termination of Lease
Exhibit "F"	Location of Initial Parking Facilities
Exhibit "G"	Interlocal Agreement – Clark County School District

DRAFT

EXHIBIT "A"

DEPICTION OF SYPMPHONY PARK

DRAFT

EXHIBIT "B"

DESCRIPTION OF PREMISES

[TO BE PROVIDED UPON EXECUTION OF LOA]

DRAFT

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

[TO BE PROVIDED UPON EXECUTION OF LOA]

DRAFT

EXHIBIT "D"

FORM OF MEMORANDUM OF LEASE

APN(S): _____

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

Las Vegas Performing Arts Center Foundation
241 West Charleston Blvd., Suite 111
Las Vegas, Nevada 89102
Attention: President

DRAFT

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made and entered into as of the ____ day of _____, 20___ (the "**Commencement Date**") by and between the City of Las Vegas, Nevada, whose business address is 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: City Manager ("**Landlord**"), and Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation, whose business address is 241 West Charleston Blvd., Suite 111, Las Vegas, Nevada 89102, Attention: President ("**Tenant**").

A. **WHEREAS**, Landlord owns certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "**Premises**" and, together with all the improvements now or hereafter located thereon and all and singular appurtenances, rights, privileges, and easements thereunto appertaining, the "**Premises**");

B. **WHEREAS**, Landlord and Tenant have entered into that certain Lease and Operating Agreement, dated as of the Commencement Date (the "**Lease**"), to set forth their agreements, obligations and covenants with respect to the lease by Tenant of the Premises; and

C. **WHEREAS**, the parties to this Memorandum desire to enter into this Memorandum to provide public notice of the existence of the Lease, and certain of its terms and conditions.

NOW THEREFORE, the parties hereto do hereby certify as follows:

1. Definition. Except as otherwise provided herein, all capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Lease.

2. Term. The term of the Lease commenced on the Commencement Date and shall continue until the earlier of (a) 11:59 p.m. on the ninety-ninth (99th) anniversary of the Commencement Date; or (b) the date that Tenant acquires the Premises pursuant to the terms of the Lease, unless earlier terminated as provided in the Lease.

3. Right to Parking Facilities and Access Rights. Landlord granted Tenant certain rights to use parking facilities in Symphony Park, as more particularly described and depicted on Exhibit "B" attached hereto and incorporated herein by this reference, and access rights to such parking facilities as more specifically set forth in the Lease.

4. Permitted Successors and Assigns. The Lease is binding upon and inure to the benefits of Landlord and Tenant and each of their respective permitted representatives, successors and assigns.

5. Purpose of Memorandum of Lease. This Memorandum is intended to serve as public notice of the existence of the Lease and of certain terms and conditions contained therein. This Memorandum does not describe or refer to all of the terms or conditions contained in the Lease. This Memorandum does not modify, amend or vary any of the terms or conditions set forth in the Lease. Reference is made to the Lease for further particulars.

[*Signatures appear on the following page.*]

DRAFT

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be duly executed as of the date and year first above written.

"Landlord"

City of Las Vegas, Nevada,
a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

"Tenant"

Las Vegas Performing Arts Center Foundation,
a Nevada nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 200_ by _____ as _____ of City of Las Vegas, Nevada.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 200_ by _____ as _____ of Las Vegas Performing Arts Center Foundation.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

DRAFT

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

DRAFT

EXHIBIT B TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF SYPMPHONY PARK

DRAFT

EXHIBIT "E"

FORM OF MEMORANDUM OF TERMINATION OF LEASE

APN(S): _____

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

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

TERMINATION OF MEMORANDUM OF LEASE

The City of Las Vegas, Nevada, a _____, as Landlord, and Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation, as Tenant, are parties to that certain Lease and Operating Agreement (the "Lease"), dated _____, 200__, disclosed pursuant to a Memorandum of Lease which was recorded on _____, 200__ in the Official Records of Clark County, Nevada in Book _____, as Instrument No. _____. Notice is hereby given that the Lease was terminated effective _____, 20__.

[Signatures appear on the following page.]

DRAFT

IN WITNESS WHEREOF, Landlord and Tenant have caused this Termination of Memorandum of Lease to be duly executed as of the date and year first above written.

"Landlord"	"Tenant"
City of Las Vegas, Nevada, a political subdivision of the State of Nevada	Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 20__ by _____ as _____ of City of Las Vegas, Nevada.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 20__ by _____ as _____ of Las Vegas Performing Arts Center Foundation.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

DRAFT

EXHIBIT "F"

LOCATION OF PARKING FACILITIES

DRAFT

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

THIS INTERLOCAL AGREEMENT (this "Agreement"), is entered into as of this 15th day of July, 2009, between the CITY OF LAS VEGAS, NEVADA, (the "City") a political subdivision of the State of Nevada (the "State") and Clark County School District, a political subdivision of the State of Nevada (the "District"),:

RECITALS

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

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

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

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

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

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

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

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

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

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

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

4. **Benefits to the District.** In consideration of the Contribution by the District, the District will receive the following benefits:

A. The District will be named as a Resident Company of The Smith Center. This is the highest possible recognition of the unique partnership between the District, The Smith Center and the City. As a Resident Company, the District will have priority to reserve dates for facilities at The Smith Center and with the lowest rates available.

B. The District will have first priority access to the classroom and meeting room facilities within the Education Center. The City anticipates that the District will be the primary user of these spaces, either for programs offered by The Smith Center or for its own arts education programs.

C. The District will have priority access to the performance spaces at The Smith Center along with The Smith Center and all other Resident Companies.

D. While it is customary to begin to reserve dates as much as twenty-four (24) months in advance, The Smith Center will make every effort to accommodate the District's facility requests based on availability. At least six (6) months notice is suggested. Dates will be approved on a confirmed or a tentative basis as early as possible.

E. The District will be recognized as a "Founder" of The Smith Center in all locations, publications and materials where donor recognition levels are included.

F. The District will have first priority access to all education programs operated by The Smith Center for K-12 students; participation by District students and teachers and at District locations will be the highest priority. Current programs are listed in Appendix 1. The Smith Center reserves the right to modify, delete or add education and outreach programs over time.

G. The Smith Center will commit to hosting the District's annual teacher and administrator school year kick-off event at no charge for at least the first five (5) years of operations, provided the schedule is able to accommodate those meetings in an appropriate time period.

H. The Smith Center will provide performing-arts based professional development workshops to District teachers and/or administrators at no charge for at least the first five (5) years of operations.

I. The District will have access to a shared-use office in the Education Building that is reserved for the use of companies presenting on-site education programs.

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

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

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

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

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

FOR THE CITY:	City of Las Vegas Office of Business Development 400 Stewart, 2nd Floor Las Vegas, Nevada 89101
COPY TO:	City of Las Vegas City Attorney's Office 400 Stewart Avenue, 9th Floor Las Vegas, Nevada 89101
FOR THE DISTRICT:	Clark County School District Real Property Management 4212 Eucalyptus Annex Las Vegas, Nevada 89121

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

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

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

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

ATTEST:

Beverly K. Bridges, City Clerk, CMC

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Deputy City Attorney 6/24/09 Date

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES' DESIGNEE

Jeff Weiler, Chief Financial Officer

APPROVED AS TO FORM:

C. W. HOFFMAN, Jr. 7/29/09 Date
General Counsel

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

Appendix 1

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

Presented to

Clark County School District

May 19, 2009

Las Vegas Performing Arts Center Foundation

Introduction

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

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

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

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

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

Education Programs:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS INTERLOCAL AGREEMENT (this "Agreement"), is entered into as of this 15TH day of July, 2009, between the CITY OF LAS VEGAS, NEVADA, (the "City") a political subdivision of the State of Nevada (the "State") and Clark County School District, a political subdivision of the State of Nevada (the "District"),:

RECITALS

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

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

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

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

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

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

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

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

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

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

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

4. **Benefits to the District.** In consideration of the Contribution by the District, the District will receive the following benefits:

   A. The District will be named as a Resident Company of The Smith Center. This is the highest possible recognition of the unique partnership between the District, The Smith Center and the City. As a Resident Company, the District will have priority to reserve dates for facilities at The Smith Center and with the lowest rates available.

   B. The District will have first priority access to the classroom and meeting room facilities within the Education Center. The City anticipates that the District will be the primary user of these spaces, either for programs offered by The Smith Center or for its own arts education programs.

   C. The District will have priority access to the performance spaces at The Smith Center along with The Smith Center and all other Resident Companies.

   D. While it is customary to begin to reserve dates as much as twenty-four (24) months in advance, The Smith Center will make every effort to accommodate the District's facility requests based on availability. At least six (6) months notice is suggested. Dates will be approved on a confirmed or a tentative basis as early as possible.

   E. The District will be recognized as a "Founder" of The Smith Center in all locations, publications and materials where donor recognition levels are included.

   F. The District will have first priority access to all education programs operated by The Smith Center for K-12 students; participation by District students and teachers and at District locations will be the highest priority. Current programs are listed in Appendix 1. The Smith Center reserves the right to modify, delete or add education and outreach programs over time.

   G. The Smith Center will commit to hosting the District's annual teacher and administrator school year kick-off event at no charge for at least the first five (5) years of operations, provided the schedule is able to accommodate those meetings in an appropriate time period.

   H. The Smith Center will provide performing-arts based professional development workshops to District teachers and/or administrators at no charge for at least the first five (5) years of operations.

   I. The District will have access to a shared-use office in the Education Building that is reserved for the use of companies presenting on-site education programs.

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

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

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

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

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

FOR THE CITY:	City of Las Vegas Office of Business Development 400 Stewart, 2nd Floor Las Vegas, Nevada 89101
COPY TO:	City of Las Vegas City Attorney's Office 400 Stewart Avenue, 9th Floor Las Vegas, Nevada 89101
FOR THE DISTRICT:	Clark County School District Real Property Management 4212 Eucalyptus Annex Las Vegas, Nevada 89121

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

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

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

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

ATTEST:

Beverly K. Bridges, City Clerk, CMC

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

6/24/09
Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES' DESIGNEE

Jeff Weiler, Chief Financial Officer

APPROVED AS TO FORM:

7/29/09
C. W. HOFFMAN, Jr. Date
General Counsel

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

Appendix 1

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

Presented to
Clark County School District

May 19, 2009

Las Vegas Performing Arts Center Foundation

Introduction

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

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

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

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

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

Education Programs:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an Exclusive Negotiation Agreement between the City of Las Vegas and The Cordish Companies, Inc., for the development of a Casino/Hotel, a Live District and Sports Arena on approximately 20 acres at Las Vegas Boulevard and Stewart Avenue (APNs 139-34-501-003 and -011, -510-045, -512-001, -004, -005, -008, -009 to -015, -018 to -025, -034 to -039, -048, -050 to -053, -055 to -056, -099 and -100) ($150,000 – Industrial Development Revenue Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** **X Augmentation Required**
☐ **Budget Funds Available**
Amount: $150,000
Funding Source: Industrial Development Revenue Fund
Dept./Division: Office of Business Development

PURPOSE/BACKGROUND:
This Exclusive Negotiation Agreement provides a two-year negotiation period for: 1. The Cordish Companies, Inc., (Cordish) to conduct feasibility studies, plan and formulate a financing plan to develop a Casino/Hotel, a Live District (Cordish's signature district of premier entertainment, retail, restaurants and bars) and Sports Arena at Las Vegas Boulevard and Stewart Avenue; and, 2. City of Las Vegas and Cordish to negotiate terms of a Disposition and Development Agreement for the sale of approximately 20 acres of city owned land at Las Vegas Boulevard and Stewart Avenue for Cordish to develop.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Exclusive Negotiation Agreement
3. Site Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2009
DEPARTMENT: BUSINESS DEVELOPMENT
ITEM DESCRIPTION: Discussion and possible action regarding an Exclusive Negotiation Agreement between the City of Las Vegas and The Cordish Companies

---

1. The proposed Exclusive Negotiation Agreement (ENA) between the City and The Cordish Companies (Cordish) encompasses a total of approximately 20 acres split between 2 sites at Las Vegas Blvd. and Stewart Ave.

a. The City Hall Site is approximately 7.75 acres consisting of the existing City Hall site and Stewart Ave. Parking Garage.

b. During the ENA, Cordish will explore the feasibility of developing a casino/hotel on the City Hall Site.

c. The Live District Site is approximately 12 acres of vacant land to the east of and directly across Las Vegas Blvd. from the existing City Hall site.

d. During the ENA, Cordish will explore the feasibility of developing a "Live District" and an arena with at least 18,000 seats suitably designed for a professional hockey team from the National Hockey League (NHL) or professional basketball team from the National Basketball Association (NBA).

2. The Negotiation Period for the ENA will initially be 2 years with a 1 year extension at the option of Cordish.

3. During the Negotiation Period, Cordish cannot negotiate with any other person or entity to own, develop, operate or manage an arena in Clark County, NV (as described in 1.d. above).

4. Cordish will provide the City with a $100,000 ENA deposit that will be fully refundable upon expiration of the Negotiation Period or termination of the ENA by Cordish due to its determination that development of either the Live District Site or City Hall Site is infeasible.

5. During the Negotiation Period, Cordish shall provide to City or make available for review by City:

a. A schedule and scope for design, permitting, construction and completion of improvements on the Live District Site and City Hall Site (Sites);

b. A tenanting strategy for a Live District and Casino/Hotel; and,

c. A proposal setting forth business terms acquisition and development of the Sites.

6. Also, during the Negotiation Period, Cordish will:

a. Complete all necessary due diligence on the Sites;

b. Work with the City to:

i. Create a viable financing plan, using a combination of public and private capital sources, and proforma demonstrating economic viability of a Live District and Casino/Hotel; and,

ii. Determine the economic viability of an Arena, requirements for public financing, availability of public financing, recruit a NHL or NBA team and arena operator.

7. The City has agreed to reimburse Cordish for up to $150,000 towards the cost of third party expenses incurred to fulfill its responsibilities under this ENA. All studies, reports or other deliverables generated as a result of third party costs reimbursed by the City will belong to the City.

8. During the Negotiation Period, the City will retain the sole discretion to utilize any portion of the Live District Site and/or City Hall Site to host temporary events such as the Helldorado Rodeo or a carnival.

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("ENA" or "Agreement") is entered into this _____ day of November, 2009, by and between the City of Las Vegas, a Nevada municipal corporation (hereinafter "City") and THE CORDISH COMPANIES, INC., a Maryland corporation or (hereinafter "Developer"), on the terms and provisions set forth below.

WHEREAS, the City and Developer desire the Developer, through an affiliate of Developer, to develop a multi-block entertainment district that could feature retail and live entertainment (hereinafter a "Live District") on certain real property depicted on Exhibit "A-1" attached hereto and incorporated herein, which contains approximately 12 acres of land that is located east of the current City Hall Site, in the City (hereinafter the "Live District Site"); and

WHEREAS, the City and Developer desire the Developer, through an affiliate of Developer, to develop a casino/hotel on the site of the current City Hall of the City, which real property is depicted on Exhibit "A-2", attached hereto and incorporated herein, which contains approximately 7.75 acres of land (hereinafter the "City Hall Site"); and

WHEREAS, the City and Developer desire Developer to explore the feasibility of developing a 20,000 seat NBA/NHL sports arena (the "Arena") on a part of the Live District Site (or partially on such site and adjacent land) and/or in the vicinity of the Live District Site; and

WHEREAS, the City previously selected a developer, REI NEON, LLC, through a request for proposals ("Prior Selected Developer") to develop an arena and multi-block entertainment district in the City ("Previous Project"); and

WHEREAS, the City and the Prior Selected Developer also previously entered into a Memorandum of Understanding ("MOU") relative to the Previous Project; and

WHEREAS, according to the terms of the MOU, the MOU has expired and the City has no outstanding obligations to the Prior Selected Developer or for the Previous Project, and seeks to enter into this ENA with Developer because of its successful track record with large scale urban, infill projects; and

WHEREAS, the City and Developer desire to enter into negotiations concerning the Developer's plans for the development of the Live District Site and the City Hall Site WITH THE INTENT THAT AT THE CONCLUSION OF THE NEGOTIATION PERIOD AN AFFILIATE OF DEVELOPER ENTER INTO A "DISPOSITION AND DEVELOPMENT AGREEMENT" ("DDA") FOR THE LIVE DISTRICT SITE AND ANOTHER AFFILIATE OF DEVELOPER ENTER INTO A "DISPOSITION AND DEVELOPMENT AGREEMENT" FOR THE CITY HALL SITE.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Scope of Development

A. Casino/Hotel

The Developer will agree to study and conduct due diligence (and present, or make available to the City for its review and inspection, results of its studies that are not deemed confidential by the Developer) on project costs, and the operational structure of and constructability of a Casino/Hotel on the existing City Hall Site.

B. Live District and Sports Arena

The Developer will agree to study (and present, or make available to the City for its review and inspection, results of its studies that are not deemed confidential by the Developer) the project costs, operational structure of and constructability of a "Live District", of equal quality and size to other entertainment districts developed by Developer on the Live District Site. The Developer will explore the feasibility of reserving a pad site large enough within or partially within the Live District Site (or one or more alternative locations that are in close proximity to the Live District Site) to be used for the Arena. If the Developer and the City elect to proceed with the development of the Arena, they will do so pursuant to a separate development agreement and not part of either DDA (as hereinafter defined).

The City recognizes and agrees that the trade names "Live District" and "Live!" are owned by Live Holdings, LLC, an affiliate of the Developer, and that absent the written consent of Live Holdings, LLC, the City shall not have the right to utilize such trade names in any way.

C. Deal Terms

The City and Developer commit to negotiate in good faith the terms of the land purchase price for the Live District Site, which land purchase price shall comply with applicable Nevada law. The City and Developer must agree to a mutually acceptable schedule of performance for development of the Live District Site, which shall be incorporated into the DDA for the Live District Site. The DDA for the Live District Site shall also address the rights of the Developer or one or more affiliates of Developer to develop the Arena.

The City and the Developer commit to negotiate in good faith the terms of the land purchase price for the City Hall Site, which land purchase price shall comply with applicable Nevada law. The City and the Developer must agree to a mutually acceptable schedule of performance for development of the City Hall Site, which shall be incorporated into the DDA for the City Hall Site.

If the City and the Developer elect to proceed with the development of the Arena, a separate development agreement between the City and the Developer will be negotiated in the future, which agreement will address any necessary grants, financial support or subsidy for the Arena.

Any incentives required from the City or Las Vegas Redevelopment Agency ("Agency") may be negotiated during the term of this Agreement which terms shall either be incorporated into the final DDA for the Live District Site, final DDA for the Arena, and the final DDA for the City Hall Site or another agreement to be negotiated with the Agency and Developer, or its affiliate, only.

2. Negotiations

A. Good Faith Negotiations

The City and Developer agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a DDA for the Live District Site and a separate DDA for the City Hall Site (each a separate "DDA"). All terms and conditions of each DDA will be defined and negotiated in good faith by the City and the Developer during the entire Negotiation Period. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity regarding the sale, disposition and/or development of the Live District Site and/or the City Hall Site. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity, without Developer's written consent, regarding the ownership, development, operation and management of the Arena. The terms and provisions of each DDA shall be acceptable to the City and the Developer in its respective sole subjective discretion.

During the Negotiation Period set forth below, the Developer shall not negotiate with any other person or entity regarding the ownership, development, operation, and management of an arena in Clark County, NV containing at least 18,000 seats and which is designed for a professional hockey team that is part of the National Hockey League (NHL) or professional basketball team that is part of the National Basketball Association (NBA) (hereinafter "Alternate Arena Development").

Notwithstanding anything to the contrary, other than an Alternate Arena Development, nothing in this Agreement shall prohibit Developer from pursuing any other development or other opportunity within the City, Clark County, United States, or internationally.

Should Cordish determine, in its sole and absolute discretion, the development of the Live District Site or City Hall Site is infeasible; it may terminate this Agreement prior to the expiration of the Negotiation Period, as defined below. Upon such termination, the Deposit shall be refunded to Developer pursuant to paragraph 12 and all other obligations under this Agreement shall terminate.

B. Negotiation Period

The duration of this ENA shall be for a term of two (2) years, commencing on the full execution of this ENA (hereinafter "Negotiation Period"). The Developer shall have the unilateral right to extend the Negotiation Period for an additional year by providing thirty (30) days written notice to the City. If upon expiration of the Negotiation Period (as same may have been extended), Developer and the City have not reached mutual

agreement as to the scope and business terms for the acquisition of the Live District Site and/or the City Hall Site, then this Agreement shall automatically terminate as to each site. If the Parties have not reached agreement on the above points, and both parties mutually agree to extend this Negotiation Period, this ENA will need to be amended and will be subject to City Council approval; the term of any extension will be negotiated at that point in time.

C. Tasks to be Performed by Developer during the Negotiation Period

i. Plan for the Live District Site and the City Hall Site.

The Developer has already created various conceptual plans for the Live District Site and City Hall Site. The Developer may provide master plans for an Arena, Live! District, and Casino/Hotel on the Live District Site and City Hall Site, provided the scope and cost is agreed upon by the City and Developer and the City is responsible for all third party costs associated with the master plans pursuant to paragraph 4 below. The City shall retain the right to comment on and approve any master plan(s) created by Developer during the Negotiation Period.

ii. Schedule, Scope, Financing Plan and Due Diligence

During the Negotiation Period, the Developer shall provide to the City, or make available for review by the City, the following:

a) A schedule and scope for design, permitting, construction, and completion of improvements for a Live District and Casino/Hotel, and

b) A tenanting strategy for a Live District and Casino/Hotel.

c) A proposal setting forth business terms for acquisition and development of the properties in the Live District Site and City Hall Site. The proposal shall include a proforma, schedule of closing and development, proposed consideration to be paid by the Developer, and actions to be taken by the City prior to closing.

d) Developer may complete all necessary due diligence on the Live District Site and City Hall Site prior to the execution of the DDA. Any third party expenses incurred as part of this due diligence shall be at the City's sole expense.

e) During the Negotiation Period, the Developer shall work with the City to create a viable financing plan, utilizing a combination of public and private capital sources, and proforma demonstrating the economic viability of a Live District and Casino/Hotel.

f) Developer shall work with the City to determine the economic viability of an Arena, requirements for public financing, availability of public financing, recruit a NHL or NBA team, and any negotiations with the NHL or NBA team and arena operator.

All terms and conditions of each DDA will be defined and negotiated subject to all existing deed restrictions or contractual obligations on the Live District Site and City Hall Site, provided same are acceptable to Developer in its sole and absolute discretion.

3. Development Concept

A. Development Program

The negotiations hereunder shall be based on a development program encompassing the Live District Site, the timely construction of and opening of a Live District on the Live District Site. Once the City Hall Site is vacant, provided the Developer or its affiliate have entered into a DDA for the City Hall Site, the Developer or its affiliate would begin demolition of the existing structures to make way for its new Casino/Hotel. The design, architecture and exact dimensions of the City Hall Site will be defined during the negotiation of the DDA for the City Hall Site. Provided an Arena is economically viable and recruitment of a NHL or NBA team likely, these negotiations may include the construction of an Arena on the Live District Site or in close proximity thereto.

B. Developer's Findings, Determinations, Studies and Reports

The Developer shall keep the City reasonably informed of its progress in determining the feasibility of the Arena, Live District, and Casino/Hotel by making oral progress reports to the City.

4. Expenses, City Payment and Purchase Price

Except as hereinafter provided, the City and the Developer shall each bear their own costs in connection with negotiating and finalizing this ENA and the DDAs.

The purchase price and/or other consideration to be paid by Developer under each of the DDAs will be established as a result of negotiations between City and Developer. Such purchase price and/or other consideration will be based upon such factors as market conditions, density of development, costs of development, risks of City, risks of Developer, estimated Developer profit, public purpose and/or fair market value for the uses permitted to be developed and financial requirements of City, and will be subject to approval by the Las Vegas City Council after a public hearing as required by law. All other terms relevant to the disposition of the Live District Site and the City Hall Site, including but not limited to additional deposits, shall be determined during the negotiation period as described in this ENA.

Notwithstanding anything that can be interpreted to the contrary, and subject to the monetary limit set forth in the following paragraph, the City shall pay for all third party

expenses, excluding attorney's fees, associated with any of Developer's responsibilities under this Agreement.

This includes but is not limited to architects, engineers, economic consultants, parking consultants, etc.

Prior to incurring any third party expenses, Developer shall submit to the City, for its review and approval, a budget of all third party expenses Developer expects to incur in order to fulfill its responsibilities under this Agreement ("Approved Third Party Expenses"). The City may split the budget for Approved Third Party Expenses over more than one Fiscal Year during the Negotiation Period. A Fiscal Year shall be defined as the months between July 1st and June 30th. The City shall only be obligated to pay for Approved Third Party Expenses, not to exceed an aggregate amount of $150,000. In addition, ownership of all studies, reports or other deliverables generated as a result of any Approved Third Party Expenses paid for by the City shall be transferred and assigned to the City. If necessary, Developer shall assign ownership of any said studies, reports and other deliverables to the City.

Should Approved Third Party Expenses be incurred by Developer, from time to time the City will be invoiced by Developer and shall reimburse Developer for the approved third party expenses within thirty (30) days from the date of City's receipt of the invoice ("Due Date"). If the City fails to make such payment by the Due Date, the City shall pay Cordish 12% interest per annum for the money owed until actually paid. The obligations contained within this paragraph 4 shall survive the termination or expiration of this ENA.

5. Developer

A. Nature of Developer

Developer is The Cordish Companies, Inc., a Maryland corporation. If Developer chooses to form a partnership or limited liability company, in the future and they wish to assign the rights of this ENA to this new entity or partnership, such assignment shall not require the prior written approval of the City. The City recognizes that each of the DDAs shall be entered into by an affiliate of Developer.

B. Office of Developer

The principal office of Developer is:

601 East Pratt St., 6th Floor
Baltimore, MD 21202
Attention: Blake Cordish

C. Full Disclosure of Principals

Developer is required to make full disclosure to City of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators,

development manager, consultants, professionals and directly-involved managerial employees of Developer is subject to the approval of City, approval shall not be unreasonably withheld.

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including, partners or members of The Cordish Companies, Inc., as well as all persons and entities holding more than 1% interest in said company or any principal, partner or member of the same, including any assignee of this ENA and all key employees. Throughout the term hereof, Developer shall provide written notification of any material change in the above disclosure within 30 days of any such change, pursuant to Section 14 (Notices).

6. Developer's Financial Capacity

A. Financial Ability

Prior to execution of the DDAs, Developer shall submit to City satisfactory evidence of its ability to finance and complete the development, if not already provided.

B. Construction Financing

Developer's proposed method of obtaining construction financing for the development of the Live District Site shall be submitted concurrently with Developer's proposed DDA for the Live District Site to City for approval, if not already provided.

C. Long-Term Development Financing

Developer's proposed method of obtaining long-term development financing shall be submitted concurrently with Developer's proposed DDA for the Live District Site to City for approval, if not already provided.

D. Full Disclosure of Financing

Developer will be required to make and maintain full disclosure to City of its methods of financing to be used in the development of the Live District Site and the City Hall Site.

7. Developer's Responsibilities

A. Return of Site to Original Condition

Developer hereby agrees to return the Live District Site and the City Hall Site to its original condition, as commercially reasonable, upon completion of any investigations requiring access to the Live District Site and the City Hall Site, as applicable. This includes replacement of any dust palliative which may be disturbed by vehicles and personnel permitted to access the Live District Site and the City Hall Site.

B. Indemnification and Hold Harmless

Developer will indemnify and hold harmless the City, its officers, employees and agents from and against any claims, demands or causes of action caused by Developer or persons acting on behalf of Developer in carrying out their responsibilities in accessing the Live District Site and the City Hall Site. This indemnity and hold harmless obligation shall not apply to claims, demands or causes of action caused by the negligence or wrongful acts of the City, its officers, employees and/or agents.

8. City's Responsibilities

A. City Assistance and Cooperation

City shall cooperate fully in providing Developer with appropriate information and assistance.

B. RIGHT TO ENTER

AS SET FORTH IN EXHIBIT "D," CITY GIVES DEVELOPER THE RIGHT TO ENTER THE LIVE DISTRICT SITE AND THE CITY HALL SITE, SUBJECT TO CURRENT TENANT APPROVALS, TO CARRY OUT ITS DUE DILIGENCE INSPECTION OF EACH SITE AND THE DEVELOPER ACKNOWLEDGES AND UNDERSTANDS THE CONDITIONS AND EXCEPTIONS UNDER WHICH SAID RIGHT IS GRANTED.

9. Real Estate Commission

The City shall not be liable for any real estate commission or brokerage fees, which may arise here from, unless due to the actions of the City. Developer represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold City harmless from any claim by any broker or finder retained by Developer. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the City agrees to hold the Developer harmless from any claim by any broker or finder retained by the City.

10. Limitations of this ENA

By its execution of this ENA, City is not committing itself to or agreeing to undertake:

A. The disposition of the Live District Site or the City Hall Site to Developer; or,

B. Any other acts or activities requiring the subsequent independent exercise of discretion by the City or any City department or board thereof.

This ENA does not constitute a disposition of property or exercise of control over property by City. Execution of this ENA by City is merely an ENA to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City and the Las Vegas City Council as to any and all proceedings and decisions in connection therewith.

By its execution of this ENA, Developer is not committing itself to or agreeing to undertake the acquisition of the Live District Site or the City Hall Site from the City.

This ENA does not constitute an agreement to acquire or develop the Arena, the Live District and/or the Casino/Hotel by the Developer. Execution of this ENA by the Developer is merely an ENA to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Developer as to any and all proceedings and decisions in connection therewith.

11. Temporary Events on Live District Site and/or City Hall Site

During the term of this ENA the City, in its sole and absolute discretion, shall have the right to utilize any portion of the Live District Site and/or City Hall Site to host temporary events (i.e. rodeos, carnivals, etc.).

12. Deposit

Within 30 days after the execution of this ENA, Developer shall provide the City with a One Hundred Thousand Dollar ($100,000) deposit ("Deposit"). The Deposit shall be placed in an interest bearing account, insured by the Federal Deposit Insurance Corporation for the benefit of the Developer. For any reason or no reason, should the City and Developer fail to enter into a DDA for the Live District Site or City Hall Site during the Negotiation Period or if the Negotiation Period expires, including any extensions thereto, or if the ENA is terminated pursuant to paragraph 2.A. above, One Hundred percent (100%) of the Deposit shall be refunded to Developer with interest within 10 days after the termination or expiration of this ENA. In addition, if a DDA is entered into for the Live District Site or City Hall Site, One-hundred percent (100%) of the Deposit shall be refunded to Developer with interest within 10 days after the execution of either DDA.

13. Conflict of Interest

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

B. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this ENA.

C. Developer represents and warrants that it has, in accordance with the current policy of City, disclosed the ownership and principals of Developer on Exhibit "C", "Disclosure of Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

14. Notices

All legal notices required pursuant to the terms and conditions of this ENA shall be in writing. Any notice required to be given under the terms of this ENA shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) on the next business day when sent by a nationally recognized over-night delivery service, or (iii) on the fifth day after being sent by U.S. mail via certified mail-return receipt requested at the following addresses:

If to Developer:

The Cordish Companies, Inc.
c/o 601 East Pratt St., 6th Floor
Baltimore, MD 21202
Attention: Blake Cordish

With a copy to:

The Cordish Companies, Inc.
c/o 601 East Pratt St., 6th Floor
Baltimore, MD 21202
Attention: General Counsel

If to City:

City of Las Vegas
City Managers Office
Attn: Scott Adams, Chief Urban Redevelopment Officer
400 Stewart Avenue, Eighth Floor
Las Vegas, 89101

And:

City of Las Vegas
City Attorneys Office
Attn: Bradford Jerbic
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101

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

IN WITNESS WHEREOF, the parties hereto have caused this Exclusive Negotiation Agreement to be executed on the date set forth above.

City of Las Vegas

By_____
Oscar B. Goodman, Mayor Date

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

J. Pankratz 10/26/05
Date

The Cordish Companies, Inc.
a Maryland corporation

By:

By_____
"Developer" Date

EXHIBIT "A-1"

Live District Site

Assessor Parcels comprising the Live District Site include, but are not limited to:

ASSESSOR PARCEL#
139-34-501-011
139-34-512-001
139-34-512-004
139-34-512-005
139-34-512-008
139-34-512-009
139-34-512-010
139-34-512-011
139-34-512-012
139-34-512-013
139-34-512-014
139-34-512-015
139-34-512-018
139-34-512-019
139-34-512-020
139-34-512-021
139-34-512-022
139-34-512-023
139-34-512-024
139-34-512-025
139-34-512-034
139-34-512-035
139-34-512-036
139-34-512-037
139-34-512-038
139-34-512-039
139-34-512-048
139-34-512-050
139-34-512-051
139-34-512-052
139-34-512-053
139-34-512-055
139-34-512-056
139-34-512-099
139-34-512-100

EXHIBIT "A-2"

City Hall Site

Assessor Parcels comprising the City Hall Site include, but are not limited to:

ASSESSOR PARCEL#
139-34-501-003
139-34-510-045

EXHIBIT "B"

Site Map

Legend

City Hall Site

Live District Site

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

The principals and partners of The Cordish Companies, Inc. and all persons and entities holding more than 1% (one percent) interest in The Cordish Companies, Inc., or any principal or key employee or officer of the The Cordish Companies, Inc. are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	David S. Cordish	601 East Pratt Street, Sixth Floor Baltimore, Maryland 21202	410-752-5444
2.	Blake Cordish	Same as above	Same as above
3.	Jonathan Cordish	Same as above	Same as above
4.	Reed Cordish	Same as above	Same as above
5.	Joseph S. Weinberg	Same as above	Same as above
6.	Charles F. Jacobs	Same as above	Same as above
7.	Port Telles	Same as above	Same as above
8.	Gary Block	Same as above	Same as above
9.	Zed Smith	Same as above	Same as above
10.	Chase Martin	Same as above	Same as above
11.	Taylor Gray	Same as above	Same as above

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

The Cordish Companies, Inc.

By: _____

State of Maryland
~~County~~ of Baltimore City

Subscribed and sworn to before me this 26th day of Oct., 2009 by Blake L. Cordish.

Jeanine C Anacker
Notary Public

JEANINE C. ANACKER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

EXHIBIT "D"

RIGHT-OF-ENTRY FORM
FOR
The Cordish Companies

The City of Las Vegas hereby authorizes Right-of-Entry onto parcels listed in Exhibits A-1 and A-2 of the EXCLUSIVE NEGOTIATION AGREEMENT ("ENA") dated _____, 2009, which are located at Las Vegas Boulevard and Stewart Avenue to The Cordish Companies, Inc. for the purpose of performing surveys, environmental and/or geotechnical services on said City of Las Vegas owned parcels. The parcels listed in Exhibits A-1 and A-2 of the ENA are incorporated herein by reference and summarized in Attachment "1".

City of Las Vegas contact person is: Bill Arent, 702-229-6551

The Cordish Companies, Inc., contact person is: Blake Cordish, 410-659-9491

City of Las Vegas

by:_____ _____
Elizabeth N. Fretwell, City Manager Date

INDEMNIFICATION

The Cordish Companies, Inc., hereby agrees to protect, indemnify, and hold City of Las Vegas, 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 City of Las Vegas, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from City of Las Vegas, its officers, employees or agents, that are caused by the wrongful acts or omission of, negligence of The Cordish Companies, Inc. or its officers employees, contractors, subcontractors and agents. This indemnity and hold harmless obligation shall not apply to claims, demands or causes of action caused by the negligence or wrongful acts of the City of Las Vegas, its officers, employees and/or agents.

In this connection, The Cordish Companies, Inc., expressly agrees, at its sole cost and expense, to defend the City of Las Vegas, 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 The Cordish Companies, Inc., has agreed to indemnify the City of Las Vegas, its officers, employees and agents in the above paragraph. If The Cordish Companies, Inc. fails to do so, after notice to The Cordish Companies, Inc., the City of Las Vegas shall have the right, but not the obligation to defend same and to charge the reasonable direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to The Cordish Companies, Inc.

The Cordish Companies, Inc., agrees to restore the site to its original condition as much as possible, and agrees to conduct its testing in a manner which will cause the least amount of disruption to the present users. This agreement does not constitute or imply any binding contracts or other commitments between the City of Las Vegas and The Cordish Companies, Inc., The Cordish Companies, Inc. agrees that it proceeds at its own risk and agrees that the results of said testing shall be shared with City of Las Vegas.

The Cordish Companies, Inc.

By:_____ Date:_____

ATTACHMENT "1"

Parcel Listing

Assessor Parcels included, but not limited to in this ENA are:

ASSESSOR PARCEL#
139-34-501-003
139-34-501-011
139-34-510-045
139-34-512-001
139-34-512-004
139-34-512-005
139-34-512-008
139-34-512-009
139-34-512-010
139-34-512-011
139-34-512-012
139-34-512-013
139-34-512-014
139-34-512-015
139-34-512-018
139-34-512-019
139-34-512-020
139-34-512-021
139-34-512-022
139-34-512-023
139-34-512-024
139-34-512-025
139-34-512-034
139-34-512-035
139-34-512-036
139-34-512-037
139-34-512-038
139-34-512-039
139-34-512-048
139-34-512-050
139-34-512-051
139-34-512-052
139-34-512-053
139-34-512-055
139-34-512-056
139-34-512-099
139-34-512-100

Site Map

Legend

City Hall Site

Live District Site

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding possible appeal from decision by the Nevada Arbitration Association in Asphalt Products Corporation vs. City of Las Vegas, Case No. 05-108 and other matters relating thereto - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Under Nevada law, both sides to an arbitration award have a limited ability to challenge the final decision and award based on errors of law. The City Attorney will present a summary of arguments for and against pursuing an appeal and seek direction for the City Council.

RECOMMENDATION:
The City Council should receive and report from the City Attorney and provide appropriate direction.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action to pay the award to Asphalt Products Corporation for $980,361.60 plus interest and other matters relating thereto - Ward 4 (Anthony)

Fiscal Impact

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

Amount: $980,361.60 plus interest
Funding Source: Capital Project Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On October 9, 2009, the Nevada Arbitration Association rendered a Decision and Award in Case No. 05-108 relating to APCO's construction of the Darling Tennis Center. In a 2-1 decision, the arbitrators awarded APCO $2,410,015.60. The City was awarded $280,770. Both sides to the arbitration agree that APCO is entitled to $1,148,827 in retention, leaving a net balance owed to APCO of $980,361.60 plus interest since the date of the award until payment. The City also owes interest on the retention dating from May 15, 2006 less a credit of $12,010.05. The final award as calculated will be $980,361.60 plus interest.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Decision and Award from the Nevada Arbitration Association in Case No. 05-108

MCC
file copy

NEVADA ARBITRATION ASSOCIATION

ASPHALT PRODUCTS CORP., a Nevada Corporation d/b/a APCO CONSTRUCTION, Petitioner. vs. The City of Las Vegas, a political Subdivision of the State of Nevada, Respondent.	Case No.: 05-108 **DECISION AND AWARD**
CITY OF LAS VEGAS, a political subdivision of the State of Nevada, Counter-Claimant, vs. ASPHALT PRODUCTS CORPORATION a Nevada Corporation dba APCO CONSTRUCTION, Counter-Respondent.	

We the undersigned Arbitrators, having been designated in accordance with the arbitration agreement entered into by the above-named parties, dated December 17, 2003, and having duly heard the proofs and allegation of the parties, do hereby award as follows:

Decision on APCO's Claim

This arbitration involves a dispute between the Owner, City of Las Vegas ("the City"), and its Contractor, Asphalt Products Corp. ("APCO"), arising out of a $29,731,321.93 construction contract entered into on December 17, 2003 for the construction of Phases 1A and 1B to the Washington Buffalo Park. In general, APCO seeks an equitable adjustment based on its claim that it was delayed in the performance of its work by defective plans issued by the City and that it and its subcontractors were damaged on account of that delay, which, among other things, caused material escalation and other direct costs for which the City failed to compensate them through change orders. The City has filed a

counterclaim in these proceedings alleging, among other things, deficiencies in APCO's work, liquidated damages for delay, and lack of subcontractor bonding. This Award will first address and make findings of fact and conclusions of law with respect to APCO's claims, the City's defenses, and then the City's counterclaim and APCO's defenses.

Findings of Fact and Conclusions of Law

APCO's Claims and the City's Defenses

The contract between APCO and the City was based on a bid set of plans prepared by Stantec Consulting that had not been fully approved by the City's Building and Safety Department. It was not the standard practice of the City to put plans out for bid until they were finally approved by the Building Department as a permit set of drawings.

It appears, from the testimony and exhibits, that this was a high profile project in Councilman Brown's district and that he and his staff were putting pressure on the City's Public Works Department and the Office of Architectural Service (OAS) to get the project bid as soon as possible so it could have a completion date by the end of 2004.

By September of 2003, because of problems between the City's design architect Stantec and the City's Building and Safety Department, the scheduled completion was anticipated to have slipped to the fall of 2005. Mr. Richard Goecke, Director of the City's Public Works Department, told Stantec that he expected the plans to be out of the Building Department by October 15, 2003. That did not happen. On October 24, 2003, Mr. Goecke directed Mr. McNellis, his Deputy Director and head of OAS, against the latter's advice, to get the plans out for bid. Mr. Goecke recognized that incomplete plans and later amendments would result in problems, both in bidding and in the work in the field that would have to be corrected. Mr. Loge, to whom Mr. McNellis reported, acknowledged that the schedule was very tight and that the City could expect a rash of delay claims due to the schedule. Mr. Loge also noted that because of these problems, it was necessary to have a high level of cooperation with the contractor to avoid delays. The City issued Addendum #3 to the plans and specifications on about November 25, 2003, but Mr. Cary Baird of Stantec confirmed that he did not have time to run all of the design changes through the

Building Department prior to bid, that time was Stantec's enemy, and that the drawings were not the best.

At the time of the bid opening on December 5, 2003, an approved set of permit drawings did not exist. Instead, the drawings were not complete and had errors in them, which would result in delay to the contractor and cause the issuance of change orders. In effect, the City was already on notice that its action would interfere with the contractor's performance and cause delay to the contractor and resulting change orders. APCO, as the successful contract bidder, had no knowledge of this problem which the City did not disclose to the bidders.

On December 17, 2003, when the contract was signed, and on January 5, 2004, when the City issued its notice to proceed, APCO still did not have a full set of permit drawings from which it could build the project. On January 8, 2004, APCO gave its first notice of delay due to the City's failure to provide APCO with approved Building Department plans. APCO did not receive the approved permit set of plans from the City until January 18, 2004, some 13 days after the notice to proceed. Although the City was aware of material design changes between the bid set of plans and the permit set of plans, it never disclosed these differences to APCO. To make matters worse, many of these changes were not reflected on the permit set, by clouding and a delta log, as required by industry standards, although Stantec had been directed by the Building Department to show all changes by clouding and a delta log. Some of these were substantive design changes that the City acknowledges would impact APCO's construction in the field. Stantec acknowledged that plan differences went beyond just structural changes and that these differences would affect APCO's ability to prepare submittals and deferred submittals. It would even affect their ability to order materials. The City never explained why there were so many differences between the bid plans and the permit set that didn't relate to structural. All of this significantly and actively interfered with APCO's ability to timely perform the work.

As the dissent points out in Mr. Pelan's letter of January 8, 2004, a comparison of the plans would be needed, but only as to structural for which building and safety had not

given approval. The magnitude of the changes went far beyond structural.

On January 21, 2004, APCO reported to the City that it had discovered design changes on the permit set of plans that were not identified, *i.e.* were not reflected by clouding or a delta log. Stantec acknowledged that these undocumented changes would impact and delay APCO's ability to put together its submittals and deferred submittals, which were required for portions of the project, which was the key to timely completion of the project. Efforts were undertaken by Stantec to identify the changes which were not reflected on the permit plans or set of drawings. On February 18, 2004, APCO received a preliminary list of design changes identified by Stantec. On February 24, 2004, Stantec identified additional changes to the permit set of drawings. On February 27, 2004, APCO sent the City a summary of 174 changes, which it had identified from its first review of the two plans. At the same time, APCO put the City on written notice that there would be a claim for costs and time needed to perform the work as a result of the differences between the bid set and the approved permit set of plans. APCO's consultant eventually identified some 600 differences between the two sets of plans, although most of those were not substantive impact changes. On March 3, 2004, APCO put the City on notice of their subcontractor's material escalation claims due to the plan problems.

In an effort to resolve this problem, the City's architect, Stantec, and APCO met in early March, 2004 and came up with a "consensus set" of drawings. Unfortunately, neither the City nor its architect delivered a set of drawings to the Building Department for their approval in order that they could be used on the project. A copy of the consensus set of drawings was not given even to APCO, requiring APCO to use the permit set of drawings to get Building Department inspections and approval. Since the architect did not want to cloud the drawings to identify changes, the City and its architect continued to provide APCO with additional delta logs identifying the differences between the bid set and the permit set of drawings. Delta logs were issued to APCO at least into June of 2004. Some of these differences related to the restrooms in Phase 1B that were designed by the City and not Stantec.

During this early part of the project, APCO recognized the problems the unmarked changes were causing the project and requested the City to "partner" so that through partnering they could work out these problems. The City realized the problems when they sent the bidding plans out without final Building Department approval and that those problems would require a need to work closely with the contractor to resolve the problems this would create. However, the City never agreed to partner with APCO until near the end of the project, when it was too late, expressing a lack of cooperation in addressing the problems created by the City. APCO continued throughout most of the project to put the City on notice, both in writing and orally, that these unmarked plan changes and deficiencies were impacting APCO and its subcontractors and causing delay to the project. Mr. Barr and other representatives of the City acknowledged that there was not a time during the project that these problems were not impacting and delaying the project.

Because of other deficiencies in the plans, change orders were being issued by the City. The City gave APCO no extension of time because of these change orders. The City seemed determined to have APCO complete both Phases 1A and 1B at the times specified in the contract. Furthermore, APCO was advised orally by the City's representatives that if any time was requested, the change orders would not be processed and that the time and delay issues would be worked out at the end of the project. The City's extreme position became apparent when the City issued the Contract Change Directive (CCD) to APCO for the installation of artificial turf in lieu of natural turf on most of the soccer fields, when it at the same time refused to give APCO any additional time or acceleration costs to perform this substantial over three million dollar change to the 1B Phase of the contract.

In defense of APCO's Request for Equitable Adjustment (REA), the City argues that APCO did not comply with the contract provisions regarding notice, GC 39(G) Tech. Spec. and 1200 ¶ 1.4, and the claims provision Tech. Spec. and 1200 ¶ 1.4, regarding the need to provide a critical path schedule analysis and to show causation in order to recover delay damages. These arguments are without merit given that APCO did provide written notice as required by the contract, and given the City's conduct in issuing plans that it knew were

defective and which would have a substantial effect on APCO's ability to timely complete the project. In effect, the City, by its conduct, intentionally interfered with APCO's ability to timely perform and was in first material breach of the contract and either waived these provisions or is now estopped to assert them as a defense. The City never cured this breach.

Even if the contract provisions requiring notice had not been in effect, the City had adequate notice of the delay it was causing as a result of the City's actions in delivering to APCO a set of permit drawings that were defective and did not reflect the changes that were made to the bid plans and by addendum 3. In fact, the City on notice of the delay issue undertook to quantify the delay in July of 2004 when it hired Harris and Associates to analyze the impact to the schedule. Under the contract schedule, APCO was to complete Phase 1B by January 5, 2004 and phase 1A by May 3, 2005. On August 6, 2004, Harris issued its preliminary schedule review and concluded that Phase 1B's early finish date was March 25, 2005 and Phase 1A's early finish date was July 26, 2005. APCO also conducted at the City's request, a schedule analysis in July 2005 which showed completion of the project within a few days of Harris' late finish date for the project of November 25, 2005. To make matters worse, Harris, in a September 7, 2004 memo to the City, notes that the City after two months had undertaken no effort to get together with the contractor (APCO) to resolve the issues at hand regarding the scheduling problems. Having acknowledged that the plan issues were impacting APCO's schedule, it is difficult for the Panel to understand why the City was not proactive and cooperative with APCO in resolving the issues the City had created. In effect, the City was continuing to breach its duty of cooperation and was interfering with APCO by not affirmatively addressing the problems it knew it had created with respect to the plans.

Although Mr. Barr, who was basically in charge of the project for the City, believed APCO was entitled to extensions of time, he was instructed to send his letter of January 9, 2005 to APCO advising APCO that the City had determined that APCO was in breach of its contract on Phase 1B for not completing the Phase 1B work by January 5, 2005 and was

reserving its right to access liquidated damages. In the January/February, 2005 time period, Mr. Barr and Mr. Lewis were asked by Mr. McNellis and Mr. Loge to evaluate APCO's claim issues. Mr. McNellis sent a letter to APCO requesting that the City's representatives be allowed to examine APCO's records. Mr. Barr and Mr. Lewis reviewed the claim information and, although it is not clear in the record, made a recommendation to Mr. McNellis. Mr. McNellis authorized Mr. Barr to send his recommendation to APCO which he did on February 15, 2005. APCO rejected the recommendation. This is evidence that the City tries to resolve contractor claims at or near the end of the project. The City thereafter indicated it would not consider APCO's claims absent a formal claim being presented. This resulted in APCO making its formal claim notice on February 23, 2005 in the amount of $6,500,000.00. This claim notice was sufficient and justified in light of the City's prior actions discussed above.

APCO's claim letter precipitated City Manager Doug Selby becoming involved with the claim. Perhaps not being happy with Harris' report, the City in the spring of 2005 hired Larry Hampton of RBF Consulting to review the events that had occurred on the project and to do a schedule analysis. The City Manager reported to APCO that Mr. Hampton indicated that additional compensation could be justified based upon receipt of more objective cost, impact data and a more conventional schedule analysis. Mr. Selby offered suggestions on how to resolve the dispute. No agreement apparently came to pass, because Mr. McNellis was instructed by City Management on about May 5, 2005 that the terms of the contract could not be modified and that a letter should be sent to APCO and its bonding company that APCO was in breach of contract for not completing the project on time. In effect, the City was now deciding to rely on the strict terms of the contract to defeat any claim of APCO and its subcontractors.

In addition to the notice issue, the City points out that APCO failed to comply with the claims and disputes provision of the contract. Tech. Spec §1200 ¶1.4, which requires APCO to give timely notice and to show causation and that there was delay to the critical path of the work. Again, there are a number of problems with this defense, although the

record is replete with written and oral notices. First, as with the notice defense, there is the issue of whether the City waived this requirement or is estopped from asserting it as a defense by reason of its conduct. As previously stated, the testimony of APCO and some of the City employees is that the City took position and advised APCO that the claim issues would be addressed at the end of the project. There was the testimony by APCO and its subcontractor that this had also occurred on other City projects.

There is also evidence that the City interfered with the contractor. The contract required APCO to provide updated schedules showing impacts that affected the critical path of the work. Because the City wanted the work to be completed in accordance with the contract schedules, the City refused to allow APCO to produce a schedule that showed the completion was being delayed by impacts. This was brought home to APCO in July of 2004 when it produced a schedule showing delay of completion of the work with its monthly pay request. The City refused to pay the request until APCO provided a new schedule showing that the work would be completed on time. That appeared to raise a question of whether the City is requiring a false statement as a requirement for presenting a claim for payment by the City. According to the City, once APCO was aware that it did not have the permit set of drawings or became aware of the defects in the plans, APCO had to, within 14 days, provide the City with potential cost impact, potential schedule impact and mitigating actions. It would be impossible for a contractor to provide this information early on in a project, much less when the owner's actions are continuing, and interfering with APCO's performance of the contract. In fact, the City's representatives acknowledged that this information would not be available until the end of the project. It appears to the panel that this notice clause requiring all that information, is impossible to comply with as the information is normally not available at the time a contractor becomes aware of a claim. It appears to be designed to eliminate a contractor from making a claim at all. This is more than likely why the City normally prefers to address these issues at the end of the project so that it can make a fair adjustment to the contract.

Under the facts set forth above, the Panel believes that *Eagle's Nest Limited Partnership v. Brunzell,* 99 Nev. 710, 669, P2d 714 (1983) controls the notice and claim issues raised by the City. While Nevada recognizes that generally the contractor must strictly comply with notice and claim provisions of the contract, specific circumstances may cause the Court, as it did in *Eagle's Nest,* to find that those provisions will not be equitably enforced. The City was clearly aware that the issue regarding the plans would cause, and did cause, the contractor to be delayed which would result in increased costs. APCO advised the City in writing and orally throughout the project that it was being delayed. The City led APCO to believe that its claim would be adjusted by the City at the end of the project. Under the circumstances of this case, the Panel will not strictly enforce the claim and dispute provisions of the contract, as we can find no prejudice to the City by not doing so. *Miller Elevator Co. vs. U.S.,* 30 Fed. Ct. 662 (1994).

The Dissent argues that the facts of Eagles Nest decision do not support the facts of this arbitration. To the contrary, APCO did comply with the notice provisions of the contract as best it could in its letter of February 27, 2004, where it advised the City that there would be a claim for costs and time needed to perform the work (a delay claim) as a result of the difference between the bid and permit set of drawings. By this letter, causation was clearly shown. The City, through its representatives, acknowledged that the effect would not be known until the end of the project. Given the City's prior knowledge of the plan discrepancies, "the special circumstances" of this arbitration requires the panel to give equitable treatment to APCO's claim. The Dissent also argues that there was no equitable consideration in Eagle Nest. Both Eagle Nest and this arbitration involve claims for equitable adjustments to the contract.

Because APCO is entitled to an equitable adjustment for its delay claim, we must next consider the length of the delay period. The City urges that the delay, if any, cannot extend beyond the completion date of the contract, May 3, 2005. The City cites to the contract provision that says "no additional compensation will be allowed to the contractor for delay to an early completion schedule." Division 1, Section 01330. The Panel has

previously ruled on this issue that this clause is contrary to public policy under N.R.S. § 108, 2453, and therefore void and unenforceable. (Order regarding early completion dated July 3, 2008).

It appears that the Dissent wants to urge that this is really a "no damages for delay clause" that is valid and enforceable under Nevada law. *J.A. Jones Construction Co. v. Lehrer*, 120 Nev. 277, 89 P.3d 1009, (2004). Unfortunately the J.A. Jones has no application to the facts of this arbitration. The court in J.A. Jones was construing a contract clause in a contract that appears to have been entered into in 1997. Subsequent to the court's 2004 decision, the Nevada legislature in 2005 did away with "no damages for delay" clauses by making them contrary to public policy. N.R.S. § 108, 2453(2)(e).

But even if J.A. Jones had some applicability, the court recognizes that direct interference is a violation of the implied covenant of good faith and fair dealing and is therefore an exception to the "no damages for delay" clause. The Panel has found that the City actively and intentionally interfered with the contractor's performance, and therefore breached the covenant of good faith and fair dealing and thus acted in bad faith towards APCO. Because of this, and the Nevada statute, the provisions of Division 1, Section 01330 of the contract are unenforceable.

According to APCO's consultant, Mr. Frehner, the City's actions were such that he could not calculate a critical as-built path for the project. He calculated February 10, 2005 as the completion date allowing for some inefficiency on the part of APCO and its subcontractor, even though no inefficiency was noted to APCO by the City during the performance of the contract. The City's expert on the critical path of the project was of little help to the Panel since he did no calculation of the critical path prior to the contract completion date for Phase 1A, May 3, 2005. He assumed that the float had been used up by that date, so there was no delay to the project until the completion date was reached. His assumption was wrong, because float on a project relates to non-critical items and not to work that is on the critical path. The City's expert either could not calculate the critical path prior to the contract completion date or, for his own reasons, chose not to.

Because of the City's continuous interference with APCOs performance of the contract, the Panel finds that it was impossible to calculate the critical path of the project. That however, does not prevent APCO and its subcontractors from proving damages when the City is at fault for the delay. Other methods of computing damages are proper including "Jury Verdict" damages as a last resort. CEMS, Inc. v. Fed. Cl., 59 Fed.Ct. 168, 228 (2003). The Panel believes that another method may be used given the facts of this Arbitration.

It was the testimony of APCO and its subcontractors that they planned to complete the project in one year. As a part of the contract, APCO was required at the beginning of the project to give the City a base line schedule for completing the project. The schedule was to show the completion date set forth in the project and the critical path. The base line schedule submitted by APCO was approved by the City. It was APCO's testimony that the only reason they showed completion on May 3, 2005 was because the City required them to do so, notwithstanding that they intended to complete early.

When one examines the base line schedule approved by the City, it is readily apparent that APCO had in fact intended to complete early. All items in the schedule except for signage, landscaping, inspections, clean-ups and punch list and close out documents were shown being completed by January 1, 2005. Signage was to be done by February 1, 2005 with the balance of the items showing May 3, 2005. These later items would normally be completed at the same time as the others in January of 2005. We agree with Mr. Frehner's conclusions that, given the active interference by the City and its lack of cooperation that at the end of the project, it would have been impossible to come up with an as-built critical path for the project, although causation for the delay was clearly shown.

The City's contract would almost, on the face of it, appear to be iron clad to prevent a contractor from making a delay claim based on oral representations of those in direct charge of the project. The effectiveness of such provisions, however, is only as good as the conduct of its representatives in the field. This issue boils down to whether the oral representations of Mr. Lewis and Mr. Barr that APCO could present its delay claims at the

end of the project. To some extent, this is a creditability issue as Mr. Pelan and Mr. Platt for the contractors testified those statements were made. The Panel resolves these conflicts in favor of APCO.

There were many factors affecting Mr. Lewis' and Mr. Barr's testimony including censure by the City. There was great pressure on these individuals not to admit their oral representations, which resulted in their not answering questions directly and when pressured for an answer to equivocate. But the evidence that really supports this conclusion, is the fact that both City employees admitted that the evidence to support a delay claim wouldn't be available until the end of the project. Notwithstanding the terms of the contract, it appears that on other City projects contractors were allowed to present delay claims at the end of the project. The evidence in this arbitration discloses that their claims were being considered by the City near the end of the project until some one or more in City management (unidentified) decided to enforce the terms of the contract which were clearly waived.

There were other areas in the performance of the work when the City interfered with APCO's operation. One of these relates to the BLM dirt at the West Service Center. The City had designated this dirt for use on the Washington-Buffalo project, but did not disclose this to any of the bidders. From the soils report, APCO had concluded at the time of bid, that there would be no need to import dirt to the project. As it turned out, there was more shrink in the dirt than the soils report indicated and APCO was required to import dirt. The City was aware of this and still did not tell APCO about the BLM dirt that had been designated for the project.

APCO initially tried to obtain dirt from other sources, but the dirt was rejected by the City because it did not meet the contract specifications. In the process, APCO learned about the BLM dirt at the West Service Center and requested that it be allowed to use that dirt. Initially, Mr. McNellis rejected APCOs request but then later agreed if APCO would pay one dollar ($1.00) per cubic yard. This violated the City's agreement with the BLM that did not allow the City to charge others for the use of the dirt. This issue as to the dirt

continued from March 2004 until July 2004 when the City finally agreed to allow APCO to use the dirt without charge. APCO then requested the City to allow it to use its dust permit at the West Service Center yard. The City refused, which delayed APCO about 10 more days in acquiring its own dust permit before it could use the dirt in its earth fill operation.

The Dissent is also confused about the grading permit for the project. The dust control permit resolved in July of 2004 relates to the West Service Center area from which APCO obtained the BLM dirt. The grading permit for the project was issued in January, 2004.

The Dissent appears to argue that APCO's dirt operation was delayed because of caliche which was not the responsibility of the City. APCO initially planned to start its dirt operation at the west end of the project in Phase 1A and work east to the Buffalo end. Because of the caliche problem, APCO started a second dirt operation at the east end of the project so as not to delay the dirt operation. But the dirt operation appears to have been delayed, not only by the City's actions with respect to the BLM dirt, but also due to the City's initial refusal to allow APCO to use the manmade fill and the lack of layout dimensions for the Champion Tennis Court area. By starting two dirt operations, APCO for the most part, overcame any delay with respect to their dirt operations.

Another issue that the Dissent raises with respect to a possible dirt delay relates to the soccer field. When APCO learned of the possible change to artificial turf, it took the risk to modify its dirt operation to accommodate the change even though turf had not been formally approved. Even the City acknowledged that what APCO did benefitted the City cost wise and avoided any additional delay when turf was formally approved.

Finally, it does not appear to the Panel that these dirt issues created a delay that would have been on the critical path of the project, but it certainly complicated the ability to determine the critical path of the project.

Another issue raised by the Dissent relates to CTS Shade Trellises. As designed, these trellises were so large that they could not fit in an oven to be powder coated and were too large to be transported to the site. In lieu of welding the trellises, APCO suggested that

the trellises be bolted so they could be powder coated and transported to the project. Stantec's structural engineer who had designed the footings for the trellises refused to allow his footing design to be used if the trellises were bolted. In order to complete the work, APCO had to assume the design responsibility of Stantec's structural engineer and submit its own engineered drawings to the City's Building and Safety Department. This was just another example of the City's failure to cooperate and its interference with APCO's work.

The Dissent appears to take great exception to the testimony of APCO's expert Gregory Frehner. While the Panel does not agree to how he calculated the days of delay, we believe he was correct in saying that the critical path of the project could not be calculated given the state of the City's plans, their constant interference and failure to cooperate in overcoming the problems they had created.

We will now address the damages claims of APCO and its subcontractors.

APCO's Damage Claims

1. Turf Trenching Claim.

APCO claims it paid RCI $81,000.00 for additional trenching that it did not include in the final CCD amount for the synthetic turf changes. While the City does not address this claim in its closing brief, it appears to the Panel that this is in response to the City's claims relative to the turf CCD. As the Dissent points out, the direct costs of the CCD was settled at that time. The only thing left open was time and acceleration along with any adjustment the City claims, which will be addressed in that portion of this decision. Since the direct costs of the CCD were settled, this claim is therefore disallowed.

2. Price Escalation.

APCO is claiming $137,203.00 for increased costs associated with the chain link fence. Mr. Knopf corrected his initial calculations of this claim in his April 14, 2008 report taking into consideration the more accurate testimony of Mr. Walker. His final calculation is based on the difference between the December 3, 2004 APCO bid for the chain link fence and the final subcontract price of Tiberti. APCO received a revised quote from Tiberti on

February 26, 2005, which appears to be firm if accepted within 30 days. No information is provided as to what price increased prior to that date. RFI-71, as to the tennis court light poles being part of the fence, was resolved on March 26, 2004. The 30 days in the February 26, 2004 quote would not have expired until March 27, 2004. No explanation is given as to why APCO did not accept the quote on March 26 or 27. Instead, the April 30 quote was used as the basis of Tiberti's subcontract price. The Panel finds that APCO has not sustained its burden of proof as to why the City is responsible for this increase.

3. Delay Damages (Direct Field Overhead)

The evidence clearly showed, even by the City's own admission, that APCO was delayed in its anticipated performance of the contract by reason of the plans that the City knew were defective when it issued its notice to proceed on January 5, 2004. APCO anticipated early completion of the project by February 2005. Based on the evidence, the early completion date determined by the Panel is February 10, 2005, with the project being substantially complete on September 2, 2005. No time is allowed after that date as APCO was simply performing what amounts to punch list work or cleaning up/deficiencies in its work. The Panel calculates that there were 204 days of delay. Based on our analysis of Mr. Knopf's and Mr. Haeger's reports on APCO's direct field overhead costs, we find a daily rate of $1,617.00 for a total delay claim of $329,868.00.

4. Mark-up for Subcontractors.

The specifications of § 01200 ¶ 1.5M, allows APCO a 5% mark-upon all work performed by in excess of $50,000, but does not allow the mark-up on subcontractors delay damages. APCO cites N.R.S. § 338.140(1)(c), to the effect that the City cannot draft specification so as to hold the bidder responsible for extra costs as a result of errors and omissions in the contract documents. The Panel finds that the statute has no applicability to the 5% mark-up as this is not a cost that APCO has incurred. It is not a delay damages. The Panel finds that as to all other claims of the subcontractors, the 5% mark-up is applicable. These claims allowed by the Panel total $443,479. APCO is awarded the 5% on these claims which total $22,174.00.

5. Unpaid Pay Application 18 and 19.

The City has agreed that APCO is entitled to $139,711.00 subject to offset on its counterclaim.

6. Retention.

The City acknowledges that APCO is due $1,009,556.00 in retention. Again, this is subject to the offset, if any, the City is entitled to based upon its counterclaim.

Pass-Through Claims of Subcontractors

It is the City's position that APCO cannot pass through the claims of the subcontractors. It appears that the City relies on the indemnity provisions of the General Condition G.C.8 of the contract between APCO and the City's vague argument that the City has not waived its sovereign immunity, and upon the U.S. Court of Claims case of *Severin v. United States*, 99 Ct.Cl. 435 (1943). None of these arguments are well-taken.

Under the indemnity clause cited in the contract, G.C.8, it would appear that the City is requiring APCO to indemnify it for damages arising out of the performance of the contract which were caused by or resulted from the City's own acts or negligence. Therefore, as construed by the City, even if the subcontractor had a claim that arose from the acts of the City, that claim cannot be passed through to the City because APCO agreed to indemnify the City regardless of whether the acts were caused in part by the City.

The clause, as interpreted by the City, does not make any sense when other provisions of the contract allow for claims to be made against the City when the City is at fault. In effect, the clause becomes ambiguous when interpreted as a whole with these other provisions of the contract. The question is how would the Nevada courts construe such a clause. We found no Nevada case on point, however, the withdrawn Nevada case of *Calloway v. City of Reno*, 113 Nev. 564, 577-578, 939 P.2d 1020 (1997) does give us some indication of how the court would construe this clause. That case was withdrawn because the court felt that it should have been decided on the economic loss rule, not because of its interpretation of the indemnity clause was wrong.

The court noted that indemnity clauses are strictly construed particularly when the indemnitee's claim that the indemnitee should be indemnified against its own negligence. Ambiguous indemnity is to be construed against the indemnitor when it is the drafter of the agreement. In addition, when an indemnitee seeks indemnification of its own negligent acts, the clause must clearly and unequivocally express the indemnitor's assumption of liability for the negligent acts of the indemnitee. The reasons cited by the court provide a sound basis for rejecting the City's indemnity claim. If strictly construed, the indemnity clause is ambiguous and does not reflect any clear and unequivocal expression on APCO's part to assume such liability. Additionally, the subcontractor's claims are based on a breach of contract and not negligence, so the indemnity does not apply.

It would appear from the City's citation to *George Hyman Construction Co. v. United States*, 30 Fed.Cl. 170 (1993) and *Interstate Contracting Corp. v. City of Dallas*, 2003 WL 21693466, that the City is arguing that it has a sovereign immunity defense against the pass-through claims of the subcontractors. Again, neither of the cases support the City's position, given the fact that the claims are not being brought directly against the City by the subcontractors. In fact, both cases recognize that subcontractor claims can be brought by the contractor as pass-through claims against the owner when the contractor still has conditional liability to the subcontractor. In *George Hyman*, as in *Severin*, the Courts found that the subcontractors had completely released the contractor for the claims being sought to be passed through to the government. Since the contractors had no liability to the subcontractors, the government had no liability to the contractors.

The City's citation to the *Interstate* case is interesting. The Westlaw citation is to the appellant City of Dallas' reply brief, not to the Court's decision, which is found at 135 S.W.3d 605 (Tex. 2004). Not only did the Court not allow the sovereign immunity defense, it recognized the rule that the owner must prove that the contractor would not be liable to the subcontractor if it is to have a defense to a pass-through claim. The Court refers us to at least 18 state jurisdictions that have adopted the federal rule on pass-through claims. Only one jurisdiction, Connecticut, has used sovereign immunity to reject pass-through claims.

Contrary to the Dissent, the Nevada Federal District Court has recognized the federal rule as the Nevada law in *Frank Brisco Co. v. County of Clark*, 772 F.Supp. 513 (D.Nev. 1991). In fact, the vast majority of the state courts addressing this issue have recognized the Severin doctrine. Basically, the Court held that the clause in the subcontract must completely exonerate the prime contractor from liability before a pass-through claim may be disallowed. In other words, the release must expressly negate any liability of the prime contractor. The City, in its Findings of Fact and Conclusions of Law, has not cited the Panel to any provision of the subcontract where it contends that the subcontractors expressly released the contractor from their direct claims, escalation claims, or delay claims. The Panel has examined the subcontract and have found none. In fact, under the Changes and Claims clauses of the subcontract ¶ 5, it appears, under ¶ 5.4, the subcontractor's rights were preserved so that they could participate with the contractor in presenting their pass-through claim. If the other clauses cited in the Dissent were to have any meaning, there would be no purpose in pass-through language of ¶ 5.4. We resolved this ambiguity in favor of APCO and against the drafter of the agreement, the City. This clause was more clearly announced in the "Claims Presentation Agreement." Basically, the dissent wants to argue the facts which the Panel has resolved in favor of APCO and its subcontractors.

The City has failed to show, by a preponderance of the evidence, that the subcontractors released their claims caused by the City's alleged breach of contract. The Panel, therefore, finds that their claims may be considered and ruled upon by the Panel.

Claims of Subcontractors

Richardson's Construction Claims

1. **Increased Direct Costs**

a) **COR 1.2 - Owner Furnished Equipment** – The Panel, having reviewed both the bid and permit set of plans, finds that the equipment in question was to be provided by Richardson and not the City. The claim is denied.

b) **COR 54 – Shear Wall Windows** – The Panel has inspected the pro shop and does not find any windows in the break room. The window which Richardson

refers to is in the conference room. The installation appears to be in conformance with the plans. The Panel, therefore, denies this claim.

c) **COR 84 – Mop Sink** – The City acknowledges this change and the claim is allowed for $268.00.

d) **COR 87 – Men's Restroom Lights** – The Panel has inspected the men's restroom at the pro shop. There was no gap at the wall where the light fixtures are attached. The fixtures extended out from the wall creating a gap between the light fixtures. Nothing was filled in between the light fixtures. This claim is denied.

e) **COR 88 – Pro-shop Restroom Lights** – The Panel inspected the pro shop restroom and could not observe the type of changes that Richardson described. This claim is denied.

f) **COR 96 – Paper Towel Holders** – The City acknowledges this addition and the claim is allowed for $290.00.

g) **Steel Foreman Supervision** – This claim was not presented to the City until the project was concluded. Richardson has not sustained its burden of proof that the City should be responsible for this claim. The claim is denied.

h) There were other direct claims of Richardson that were addressed by the City in its proposed findings which were not addressed in APCO's closing brief. Those claims, if not already withdrawn, are deemed denied by the Panel.

The Total allowed in Richardson's claim for increased direct costs is $558.00.

2. **Price Escalation** – This claim relates to escalation of steel, concrete and wood incurred by Richardson as the result of the City's defective and insufficient plans. As to concrete and wood, the Panel finds that Richardson failed in its burden of proof on these items and that portion of the claim is denied.

Richardson testified on its steel claim that even if everything had gone without a problem, it would not have expected to get the steel before June 4, 2004. It also appears from the record that it did nothing prior to that date to get a firm quote for the steel. By that date, most of the steel escalation had occurred. The City estimates that by that date,

three-fourths of the increase had occurred. The Panel finds this to be a reasonable estimate. The Panel allows for one-fourth of Richardson's steel escalation claim, or $71,473.00.

3. **Direct Field Overhead – Delay** – Throughout the project, Richardson put APCO on written notice that Richardson was being delayed due to the defective permit set plans that the City had issued to APCO. With respect to Richardson's work, this was passed on both in writing and orally to the City. Not only did the City's on-site personnel acknowledge this, even their superiors were aware of it and offered to help, particularly when the City's architect was not cooperating in getting information back to APCO so that the differences could be corrected. Although the City reserved its right to impose liquidated damages for failing to complete Phase 1B by January 5, 2005, the City appeared, in its brief to APCO's claim, to have extended that date to May 3, 2005 as the date for completing Phase 1A. This is an apparent effort to get around a lot of delays that the City caused to Phase 1B. The City, in its counterclaim, does appear to be asserting a counterclaim for liquidated damages for Phase 1B. The Panel will address this issue again when it discusses the City's counterclaim. The Panel, however, has determined that the project could have been completed much earlier, except for the City's actions and therefore, does not consider the January 5, 2005 or May 3, 2005 dates as controlling the delay damages incurred by APCO and its subcontractors because of the defective plans, the City's interference and the breach of the City's duty of cooperation. It is true that many of the plan deficiencies in Richardson's scope of the work were corrected by issuances of COR, which reflected no time extensions. However, as we noted earlier, this was because the City would not, if time was requested, process the COR.

Under the base line schedule, Richardson's work was to be completed by December 31, 2004. Although, there was some delay in obtaining inspection which was the fault of the City's retained inspectors, the Panel finds that Richardson was substantially complete on June 30, 2005. This amounts to 181 days of delay. The daily overhead rate by Mr. Knopf was computed at $922.00 per day, while Mr. Haeger for the City computed it at $597.00 per day. Mr. Haeger did not include equipment. We find Mr. Knopf's rate more accurate and

assess Richardson's delay damages at $166,882.00 against the City.

4. **Approved Change Order** – During his testimony, Mr. Walker noted that there were two change orders submitted by APCO for which payment had not been requested and was not included in APCO's claim. Mr. Walker acknowledged that the City owed APCO for the change orders. They were CO-122, pro shop louvered doors in the amount of $3,606.47, and CO-127, sealing wall paint for $2,613.13. The Panel will allow this as a claim for $6,237.60.

<u>CG&B Claims</u>

1. **Increased Direct Costs**

a) **Monument Wall** – CG&B acknowledged that it included in its bid $24,375.00 for the concrete monument wall called for in the Phase 1B plans and alternate 5, but did not include the foundation for the wall because its location was not indentified properly in the plans. Since you don't build a 10' high wall without a foundation, CG&B was under a duty prior to submitting its bid to advise the City of the problem. This obligation is set forth in the contract, 1TB.3. Having failed to do this, the claim is denied.

b) **Light Pole Bases** – CG&B's assumption of the light pole foundations is not based on anything set forth in the plans. All addendum 3 says at 3.14 is that the light poles shall be "direct bury". It says nothing about changing the plan foundation requirements. Sheet SD-15 is not to scale and specifically references light pole footings to the electrical structural plans. The footing details are found on SS-12, detail 5, which requires reinforced footings to a depth of 10'. The Panel can find no basis for CG&B's belief. If they had questions they should have asked. They did not and the claim is denied.

c) **Tennis Court Screen Wall** – City acknowledges that there is sufficient ambiguity to allow this cost at $4,000.00.

2. **Price Escalation Chain** – CG&B makes two price escalation claims, one for steel and the other for concrete.

Steel – CG&B made its bid to APCO in early December 2003 but did not sign its subcontract until March 30, 2004. Steel prices had increased during this period of time.

The price escalation prior to the execution of the subcontract is not the responsibility of the City as CG&B had assumed that risk. Its inability to order steel and its lack of storage and concern for rust is not the responsibility of the City. This claim is denied.

Concrete – CG&B was able to lock in its price for concrete through June 1, 2004. Under the base line schedule, it was to start the tennis court slab on April 19, 2004 and complete the court by July 19, 2004. The same schedule applied to the sidewalks in the tennis court area. The concrete walks in the soccer field area were to start April 1, 2004 and be finished by December 1, 2004. The concrete walks in the parking lot area were to start on May 17, 2004 and finished on August 2, 2004. As can be seen by the base line schedule, a lot of the concrete work would be performed after June 1, 2004, when the price of concrete went up. FTI calculated the escalation cost on applying the differences between the bid cost and the escalated cost to all the concrete which CG&B delivered to the project. Since much of the concrete would have been furnished to the project after June 1st under the base line schedule, FTI's calculation is erroneous. CG&B would only be entitled to escalation on the difference in the amount of concrete it planned to pour before June 1st and what it actually poured before that date. Unfortunately, the Panel does not have those cubic yards and therefore, CG&B has failed in its burden of proof and the claim is therefore denied.

3. **Direct Field overhead** – Delay – Under the base line schedule, the last item to be completed by CG&B was the monument walls on December 31, 2004. Except for repairs to sidewalks, it appears that CG&B's work was substantially completed by April 26, 2005. This amounts to 115 days of delay. The City agrees that CG&B incurred a daily field overhead rate of $579.00 per day. The Panel calculates the delay damages at $66,585.00.

Wheeler Electric Claims

1. **Increased Direct Costs** – Wheeler modified its claims seeking to recover only the cost of the base plates for the light poles required after the RF1-71 changes. Wheeler is not seeking its labor costs. The City does not dispute Wheeler's material cost claim of $35,265.00, which is allowed by the Panel.

2. **Direct Field Overhead** – Delay – It appears under the base line schedule, Wheeler's work was to be complete by September 15, 2004. Except for some minor electrical change orders, inspection problems and punch list items, it appears that Wheeler was substantially complete with its work on May 25, 2005. This period of delay, 252 days, is the result of deficiency in the plans that complicated and delayed Wheeler's work. In calculating the daily overhead rate, the Panel does not consider Ryan Frei as a supervisor. When you deduct out his daily labor rate plus burden from Mr. Knopf, daily rates of $562.00 per day, you have a daily field overhead rate of $280.00. Multiplying this rate times the period of delay, the daily damages total $70,560.00, which the Panel allows.

Northstar's Claims

1. **Increased Direct Costs**

a) **Dimension Scale Conflict** – John Cramption of Northstar reviewed the plans for the championship's tennis stadium (CTS) to prepare Northstar's bid for the project. He used plan sheet SS-2 to prepare his bid that contained a scale of 1/8" = 1'. Mr. Boone of Northstar who built CTS used a 1" = 1' scale, which is shown on plan sheet SD-2. The other SD plan sheets showed a 1/8" = 1' scale. In actuality, Boone built STC per sketches provided by Stantec, SKE 1.2 – SKE 1.4, which had a scale of 1" = 1'. Mr. Boone was unaware that Mr. Crampton's bid was based on the 1/8" = 1' scale found on SS-2. In defending this claim, the City claims that during the bidding process Northstar asked APCO about some dimensions on SD-7 and SS10 and that this somehow relates to the discrepancy between the 1/8" = 1' scale and the 1" = 1' scale. The testimony of Northstar is clear that they did not discover this until after they had completed the CTS. This discrepancy that the City refers to goes to the questions raised by RF1 #1, which related to the layout of the CTS not the dimensions of the structure itself. The City also indicates that plan sheet SS-2 refers to SD-2, and that should have put Northstar on notice of the dimension discrepancy. The Panel could not find such a reference. Given the problems with the plans that the Panel had previously pointed out, this claim is approved by the Panel.

The City does raise some question as to the amount of claim. Northstar used an estimated cost approach since it didn't discover the error until CTS was completed. The Panel finds that this was a reasonable way to calculate the costs under the circumstance, and results in a fair estimate of the damages. *Miller Elevator Co. vs. US,* 30 Fed. Ct. at 702. Accordingly, the claim is allowed for $127,822.00.

b) Expansion Joint – There were no control or expansion joints called out in the plans for the concrete in the CTS. After this was pointed out by one of the City's inspectors, the City in RFI-52 provided the detail where the joints were to be placed. Northstar estimated the cost at $26,645.60. In May of 2004, Northstar indicated that it would not bill the City for these costs and sent a letter to that effect to APCO dated May 13, 2004. Before APCO sent the letter to the City, Northstar, because it was unhappy with some actions by the City, requested APCO not to send the letter to the City because they intended to bill the City for this cost. Northstar apparently forgot to send the City a proposed change order (PCO) for this work. Northstar discovered this when they were putting together the claim for equitable adjustment. The City contends that there was an agreement not to bill for the expansion joints and that under the contract, the claim is barred because it is too late. The Panel finds no merit to these defenses. No written agreement was ever delivered to the City and there was a previously stated understanding by the City that they would consider claims at the end of the project so the claims and dispute provisions have been waived or the City is estopped from asserting them. Furthermore, this was a deficiency in the plans which the City requested be corrected. The City received a benefit and should pay for the cost of the expansion joints in the amount of $26,646.00, which the Panel finds is reasonable.

c) Added Footings, Walls and Steps – The bid set of drawings SS-2, which Mr. Crampton used to prepare Northstar's bid, identified only one set of stairs to the VIP section. The SD sheets showed two sets of stairs. The permit set did not change SS-2. The City acknowledges this discrepancy but defends payment based on the May 13, 2004 letter, which the City did not receive and CG&B's delay in making the claim. The additions

of the second set of stairs included adding additional steps to both sets of stairs. This was clearly additional work which was not included in CG&B's bid. Apparently, CG&B forgot to send a COR to the City for this work when it was performed. There being no prejudice to the City, and for the reasons stated in b) above, the City's defenses are without merit and Northstar's claim is allowed for $6,401.00.

d) Added Work for Footing Elevations – As a result of a discrepancy in the plans that showed the handrail for the ADA ramp embedded in the footing, Northstar questioned whether the footings should be at the top of the ramp or 2' below. Stantec responded that the footing should be 2'0" below the top of the ramp. This resulted in two feet of additional wall along the ramp. This was one of those items which Northstar was originally not going to bill for but for which they decided to bill. Northstar overlooked issuing a COR for this work but realized it when they were preparing the REA. For the reasons set forth above, this claim is allowed for $4,278.00.

e) Added Wall Height/Top of Footings - This was a change requested by Northstar to allow them to put in level or step footings for the ADA ramp rather than sloped footings called for in plans in order to make installation for the footings easier for Northstar. Since a change was requested by Northstar for its convenience, the Panel does not find any merit to the claim and it is denied.

f) Unknown differing Site Condition – Northstar, in digging footings, excluded hard dig and caliche. Under the contract, the City made APCO responsible for caliche. In digging some of the foundation for the CTS, caliche was encountered and removed. This removal, however, resulted in additional over-excavation which caused placement of additional type II (AB). The preconstruction borings did not indicate caliche at the depth of the footings. Northstar seeks recovery for the additional cost of the materials, its placement and large footings. From the Panels' reading of the contract, APCO assumed the cost of removing this caliche but not the additional costs resulting from the removal of the caliche incurred by Northstar. This claim is not one that resulted from deficiencies in the plans. If Northstar believed they had a claim at the time for a differing

site condition, they should have put APCO and the City on notice of the claim as required by the contract and kept track of the costs that were incurred so that the claim could be adjusted at the end of the project, if the City initially contested the claim. Northstar obviously did not keep track of the costs nor considered it a claim until Mr. Hafeez considered it at the end of the project and came up with his estimate. Under the circumstances, the claim was not presented in accordance with the contract requirements, and therefore, the claim is denied.

g) **Weather Related Costs** – This claim is for costs that Northstar incurred because its work was pushed into winter months due to problems with the plans and specifications and the omissions of a waterproofing specification for the stadium walls. The delay in approval of the change order was the result of the City not being responsive to the waterproofing issue. Northstar, in its claim, has not included any days which do not relate to this issue. The City was well aware of these delays which it caused and was not prejudiced by lack of formal notice. The costs in the amount of $48,470.44 are adequately documented as were the additional costs of $1,487.41. No cost for temperature inefficiency is allowed. The Panel approves the claim for $49,958.00.

h) **Waterproofing Delay** – It is clear from the testimony and exhibits that the timing of the requirement of waterproofing the walls severally interrupted Northstar's work on the stadium. This occurred because the City failed to have a waterproofing specification in the contract. As the Panel views the claim, Northstar is not attempting to recover labor or equipment cost for waterproofing, but rather to recover its inefficiency costs that resulted from the requirement that the walls be waterproofed. Given the problems with inefficiency claims, the estimate is a reasonable and fair way to calculate these costs. The claim is approved for $104,644.00.

i) **Material Escalation** – The evidence clearly showed that Northstar's delay in not starting until June 2, 2004 was directly related to the City's decision to put the plans out to bid prior to being finally approved by the Building Department which did not give Stantec time to finish the plans so they could be free of errors. The CTS' plans fall in

this category as there were changes not marked on the drawings and other omissions that made the CTS not buildable without further clarification. This in effect delayed Northstar's work causing it to incur damages due to price escalation of concrete. This claim is allowed for $10,975.00.

j) Costs for SDC & Associates Preparation of REA – This claim is denied as the contract specifically states that these costs are to be borne by the parties.

k) Extended Field Overhead Costs – For the reasons previously set forth in this Award, the Panel finds that Northstar was delayed by the City in the performance of its work on the CTS. The base line schedule showed that the CTS work was to start on March 2, 2004 and be finished by July 1, 2004, or 120 days of construction activity. The construction work did not start until June 2, 2004. There was no field overhead incurred prior to that date. Without incurring additional field overhead, the CTS should have been finished by September 30, 2004. The CTS was not completed until February 18, 2005. The field overhead for which Northstar is entitled to be compensated is 140 days. In reviewing Mr. Hafeez's records for the overhead costs, we find them to be reasonable. The daily rate of $1,117.30 times 140 days equals $156,422.00, which the Panel allows for extended field overhead.

It appears that under this claim, Northstar is seeking a 5% profit on this claim and the costs incurred with SDC & Associates. The owner's contract does not allow for this recovery and that claim is denied.

APCO's Claim Summary

The following is a summary of APCO and its subcontractor's claim which the Panel has approved as set forth above.

APCO

Delay Damages	$329,868.00
Subcontractor Markups	22,174.00
Pay Apps 18 & 19	139,711.00
Retention	1,009,556.00
Total:	**$1,501,309.00**

Richardson		
	Direct Costs	$ 6,795.60
	Price Escalation	71,473.00
	Delay Damages	166,882.00
	Total:	**$245,150.60**
CG&B		
	Direct Costs	$ 4,000.00
	Price Escalation	-0-
	Delay Damages	66,585.00
	Total:	**$ 70,585.00**
Wheeler Electric		
	Direct Costs	$ 35,265.00
	Delay Costs	70,560.00
	Total:	**$105,825.00**
Northstar		
	Direct Costs	$319,749.00
	Price Escalation	10,975.00
	Delay Damages	156,422.00
	Total:	**$487,146.00**
	Grand Total:	**$2,410,015.60**

APCO's claim, on behalf of itself and its subcontractors, is approved for $2,410,015.60 subject to the amounts approved by the Panel on the City's Counterclaim.

Decision on CLV's Counterclaim

The City's Counterclaim consists of 40 Claims, some of which have been withdrawn. Most of the Claims relate to defective work or work that was not installed. The defective work consists primarily of work that the City contends was not installed per the contract plans for which no written modification was made authorizing the deviation. There is an issue over who was authorized to make changes or deviations from the contract. The Panel makes the following findings of facts and conclusions of law with respect to each Claim.

According to the Notice to Proceed issued on December 30, 2003, such changes or deviations would only be valid if directed in writing by Clair Lewis, the project manager. The evidence discloses that in March, 2004, Mr. Lewis' work load was increased by the City to the point that he could no longer give sufficient attention to the project. Because of this, Mr. Lewis orally delegated his authority to his assistant construction representative Gary Barr. This delegation, although never put in writing, was confirmed in writing by Change Orders all of which after March, 2004 were signed by Mr. Barr. The contract does call for modifications to the contract to be in writing, but that provision can be waived by the parties conduct. As the Panel addresses each claim, it will address the waiver issue where applicable.

Claim 1 – Defective Tennis Courts.

A. Cracks in Tennis court Slab.

The contract called for APCO to construct 22 tennis courts plus the championship tennis court. All courts were to be of "post-tension concrete construction". In this case, the phrase "post-tension concrete construction", refers to the tennis court which is constructed within a flat rectangular bed in which concrete is poured and hardened to create a slab with a level and smooth surface. Before the concrete is poured, steel cables are placed within the flat rectangular bed which run in parallel lines from end to end and side to side of the slab. After the concrete is poured and during the curing process, the cables are tightened bringing the concrete into compression. This process minimizes cracking of the concrete.

In order for the post-tensioning of the cables within the concrete slab to effectively prevent cracking, it is important that the slab be free from anchors or barriers, such as vertical edges or poles or other structures which may anchor the slab and impede the concrete from being compressed as the post-tension cables within the slab are tightened.

This type of construction was used to minimize cracking that normally occurs due to shrinkage. It does not mean that post-tension concrete will not crack. In fact, the specifications anticipated some cracking because it specified a repair procedure if cracks exceeded one-quarter of an inch. (Spec. 02796, Sec. 3.282). The City, however, claims that the courts have excess cracking because APCO deviated from the specifications without written approval. The Panel agrees that there is excess cracking but disagrees with the City's conclusion.

The City claims that APCO did not have written authority to delete the sand bed and the foam specified in the plans. The City also contends that as shown on the plans, the tennis court slab was to be a free floating slab not connected to the light pole foundations. However, because of the design requirements, it was not a "free floating" slab. The design requirements called for "perimeter beams", a vertical concrete curb along the edge of and below the slab or tennis court down to a depth of twelve inches around the perimeter of the tennis court concrete slab itself. The effect of the vertical concrete curbing was to "anchor" the tennis court slab, preventing the slab from being "free floating". Moreover, it also was not a "free floating" tennis court slab because the "free floating" slab was also connected with the light pole foundations, which in effect anchored the tennis court slab to the light pole foundations around its perimeter. The anchoring of the slab by the perimeter beams and the light pole foundations prohibited the tennis court from being a "free floating slab", and thus, inhibiting the compression of the concrete. The perimeter beams and the connection of the light pole foundations to the tennis court slab contributed to the excess cracking of the slab.

The plans, however, were modified by RFI-71, at the City's directive not only to delete the sand leveling course, but also to cause the foundation to be joined with the tennis

court slab when it was poured. This was the result of RFI-71. The RFI had its origin in APCO's request of 3-25-04, on how the tennis court type A light pole foundations were to be constructed. The response from Santec on 3-26-04 attached a sketch showing the light pole buried into the foundation with foam and sand.

At that time, there had been ongoing discussions between APCO and Mr. Barr regarding deletion of the sand because of other problems the City had experienced on another tennis court project where the concrete was pumped to the court it displaced the sand which eventually required the concrete slab to be replaced. After receipt of the 3-25-04 response, inquiry was made as to the light pole embedments and the deletion of the sand. On 4-29-04, Santec issued a clarification at Mr. Barr's request that deleted all written reference to sand and foam as a part of the installation. Santec also noted in the clarification, that the reinforcing steel in the foundation bases were to be installed to the height of the footing including the embedments and above grade portion of the footing. This clarification appears to the Panel to have made the light pole bases a part of the tennis court slab. The Dissent points out that, although the clarification deleted all reference to sand and foam, it did reference the post tension slab detail 1 and 4 on SD-17 which does show sand and foam. Detail 4 also shows the monolithic pour connecting the slab to the light pole foundation which is inconsistent with the diagram in RFI-71. This detail and the wording of RFI-71 resulted in the light pole foundation becoming a part of the tennis court slab.

The remaining issue is did the City intend to delete the sand and foam, and if so, did it result in the excess cracks? It was apparent in the field that the forms for the concrete slab had to be notched and adjusted for the light pole bases and that the sand and foam was not being installed. The construction of the 22 tennis courts occurred over a two month period and was readily observable to GES, who inspected the tennis court construction including the forming of the slab, and to everyone else on the project site including Mr. Barr, Santec's representatives and TJ Consulting hired by the City as its on-site representative. No notice of nonconformance (NCN) was issued regarding this change. Clearly, all parties believed

the sand and foam had been removed by RFI-71 or by direction of Mr. Barr. As Mr. Walker explained, no one at the project site knew the consequences of the change authorized by RFI-71.

From the testimony and exhibits, it appears that post-tension concrete slabs are placed over compacted Type II material as much as they are placed over sand beds. The USTA and TBA recommend the slabs be placed over Type II material. Given the problem of having to pump concrete to form the slabs, it was appropriate for the city to delete the sand bed. The Panel finds that the deletion of the sand and foam did not contribute to the excess cracking.

It is interesting to note that there was evidence that notwithstanding the excess cracking, the Washington Buffalo tennis courts are the best tennis courts in Las Vegas. As Santec's post-tension expert noted, these are cosmetic cracks of no more than a one-sixteenth of an inch and under the specifications there is no requirement of repair unless they are one-quarter of an inch or more.

The City also noted that the specifications (Sec. 02755) calls for installation of construction joints between courts or at the net line with a 70' maximum width from the concrete edge. APCO did not follow the specifications or the plans regarding the dimensions required, and instead, put only a construction joint in the middle of the quad courts per the approved shop drawing submittal. This meant that the dimension was 120.5 not 70 feet. On the double court, no construction joint was installed. APCO contends that the submittal prepared by Post-Tension of Nevada did not require these joints, and after several weekly meetings, Mr. Barr orally directed APCO to follow the Post-Tension of Nevada submittal or drawings. While Mr. Barr seems to admit this, the Panel finds this issue to be of no consequence. The excess cracks in the tennis court slab were not shown to be the result of omission of the construction joints, or the removal of the sand and foam, but rather the restraints created by the light pole foundation and the perimeter beam. There was no cost allotted to these missing construction joints, or the sand and foam. Nor was there any credit due the City for the deletion of the sand as the cost of replacing the sand

with compacted Type II (AB) material equaled or exceeded the cost of the sand.

B. Certified Builder Requirement.

Section 1.3 of the specifications specifically requires APCO to complete construction of the post-tension tennis courts in conformance with USTA and TBA standards with the work being performed by a member contractor and with construction being overseen by a USTA and TBA certified tennis court builder. The City alleges, and APCO and CG&B admit, that although CG&B was a member, the construction was not overseen by a certified builder. This issue was brought up during weekly meetings. The issue of CG&B's certification was closed by the City once CG&B obtained its membership in the association. The evidence clearly disclosed that the tennis courts were being constructed in conformance with the USTA and TBA requirements, so it is extremely doubtful that a certified builder would have discovered the deficiencies since the association manual does not require sand and foam, but does permit turn down foundations (perimeter beams) at the edge of the courts. This lack of a certified builder was not the cause of the cracking when all the other experts on-site did not realize the problem.

C. Light Pole Elevation.

The problem originates with the difference between the bid set of drawings which shows the slab separate from the light pole foundation and the permit set. SS-12 detail 5 of the permit set shows the foundation six inches above grade, which is consistent with a monolithic pour. The schematic drawing RFI-71 on 4-29-02 does not show this. The clarification at the bottom of RFI-71 dated 5-4-04 clearly references SS-12 note 5, and that the top of the footing is to be above grade. The base plate for the light pole is shown to be six to eight inches below the top of the slab. Mr. Gilbert of CG&B, testified the foundation rebar was four to five inches above grade, which everyone could see. This is how APCO built it with the complete knowledge of the City and no NCN's were issued. It is only after the fact, when the cosmetic cracks appeared, that the City attempts to blame APCO for the City's mistake.

In conjunction with this issue, there seems to be considerable confusion on the part of the City regarding the height of the light poles. This confusion comes about because the City was measuring to the top of the light pole fixture, that is, the aperture or arm that extends from the pole and holds the light fixture, and not to the top of the light pole as shown on TE 2.1. The height of the light pole was confirmed to be twenty feet as shown on the drawing TE 2.1. Whether there was a variance from the plans as to the height of the fixture, is immaterial as the foot candle requirement was met. The evidence indicates that everyone agreed that the light pole was to be twenty feet, eight inches from the base plate that was imbedded in the concrete. The City's lighting consultant gave this dimension to the manufacturer who fabricated the light pole to that length. The City received what was specified and it conformed to the requirements of RFI-71.

D. Damages.

While there are other claims relating to the tennis courts, which we will discuss later, the City concludes Claim 1 stating that the deficiencies are so great that no remedial fix will cure and the tennis courts need to be removed and replaced, for a total cost of $5,271,424. There are two problems with this claim. First, we do not find that APCO and its subcontractor deviated from the plans and specifications as modified by RFI-71 and other oral directives issued by Mr. Barr. The tennis courts were built in accordance with USTA and TBA standards as required by the specifications (Sec. 1.3). While normally, standards generally referenced in the specifications do not control over the plans, when the references are incorporated in the specific section for construction, they become a part of the specifications and control over the plans. We do not find that APCO is responsible for the excess cracking.

Secondly, the Panel does not believe the tennis courts need to be removed or replaced. It would be an economic waste to replace these tennis courts that have now been played upon satisfactorily for almost four years. The Panel has observed the tennis courts on several occasions, and although there are numerous cracks, they do not appear to interfere with tennis court play, If resurfaced with a coating every three to five years, as

contemplated by Santec, the City will get the use intended for recreational play and local tournaments. If the City were to upgrade the coating, as had been suggested to Plexicushion Prestige 2000, there was testimony that they could eliminate the cracks completely from the playing surface and make the courts suitable even for professional hard court play. This would not change the character of the tennis courts but improve them.

This claim is denied.

Claim 2: Defective net Post Anchors

APCO admits that the net post sleeves and anchors were not constructed according to the City's design, because the City's design conflicted with the contract specifications for a super flat (FF-50) surface. This conflict was never disputed by the City, although, Mr. Walker made reference on direct examination that the design was used on Lorenzi Park with a FF-50 flatness requirement. However, on cross-examination, he acknowledged that the FF-50 requirement was waived on that park. There was no evidence that APCO was aware of this problem when it bid the project.

Although nothing was put in writing, Mr. Barr acknowledged the problem and left it up to APCO's means and methods to come up with a solution. Mr. Barr's statement to Mr. Platt is not hearsay as the Dissent would suggest. The solution was 18 inch sono tubes for the tennis post foundation, which is the basis of the City's complaint. There can be little question that the City clearly approved the method, as it was obvious from the photos that the change was blatantly apparent to everyone, and no NCN's were issued during the two months the courts were under construction. While the post foundations are not in the playing area, there does appear to be some flaking and cracks at the location of some of the sono tubes. This is more of a cosmetic issue which would not justify the cost of the City's desire to tear out all of the posts and anchors for a cost of $126,594.00, which would amount to economic waste. Mr. Pelan testified the cost of repair should only be $11,033.00. The Panel believes this cost should be allowed to the City, as APCO chose the method to fix the 50-50 flatness problem and should be responsible for a satisfactory result. The City is

awarded on this claim $11,033.00.

Claim 3: Concrete Pavers in Plaza Area

The City had two primary concerns about the plaza pavers. There were gaps between each of the pavers (horizontal deviations) and height elevation differences from some pavers to adjoining pavers referred to as "vertical deviations." The City's initial claim to correct these deviations was $101,088.00. After three years of complaining that the vertical deviation violated ADA requirements and constituted a trip hazard, the City, with its own forces, reinstalled the pavers to eliminate the vertical deviation at a cost of $7,979.00, but did not correct the horizontal deviation for which apparently no claim is now being made, as the City recognizes this was a design deficiency for which it is responsible.

APCO contends that the pavers were installed without any vertical deviation that violated the specification or ADA and, at that time, they were not rejected by either Mr. Lewis or Mr. Barr and no NCN was issued. The deviation occurred after the City trucks and service vehicles drove over the plaza pavers. The Wausau pavers, approved for installation along with the manufacturer's recommended installation, called for two inches of sand under the pavers when used for pedestrian traffic and three-quarters of an inch to one inch under the pavers when used for vehicular traffic. Santec requested two inches of sand as required by the contract specifications, which is how the pavers were installed. When the City was moving into the park, APCO noted and brought to Mr. Barr's attention that the pavers moving was causing sand to come up through paver gaps, which the City acknowledged was a design problem. In response to Mr. Barr's concern, CG&B recommended using a sand stabilizing product which would hold the pavers in place. Santec concurred in the recommendations and the City requested a Change Order for pricing for APCO to install the sand stabilizer. The City elected not to use the stabilizer. The vertical as well as the horizontal deviations were the result of the City's design and failure to use sand stabilizer.

This Claim is denied.

Claim 4 & 5: Defective six inch and five inch concrete Phase 1A and 1B

APCO combined its response to Claim 4 with the City's Claim 5, which address primarily the five inch concrete sidewalk. This was done primarily because the City relies upon the City's own in-house GPR testing for both Claims. This testing disclosed deficiencies in the thickness of the concrete, the turn down edges of the concrete, and the placement of rebar in the six inch concrete. The City's concern over these issues rose when they were modifying courts 11 and 12 for the professional tournament put on by the "Tennis Court Channel". When some of the six inch concrete walks were removed to allow the modification, these deficiencies were discovered. Mr. Walker, who was in charge of the modifications and establishing the City's claims appointed Lewis Rinker, who was a Senior Engineering Associate with the City, to perform the ground penetrating radar tests (GPR) not only on the six inch and five inch concrete walks but also on the tennis court slabs. Neither Mr. Walker nor Mr. Rinker had any prior experience in GPR testing. What they did was to rent a GPR testing device, obtain a manual on how to operate it and read articles on its operation and interpretation of the results.

As the parties were aware, the Panel had serious concerns over GPR testing because it requires a great deal of experience in doing the testing, and in particular, interpreting the results. Because of this, the Panel requested the parties to provide expert testimony on GPR testing. Based on the evidence received, Mr. Rinker did not have the qualifications or the experience needed to competently perform and interpret the GPR testing. This was borne out by testing done by Ninyo & Moore on behalf of the City on the tennis courts. Mr. Rinker's test results showed that the court slabs did not have the required thickness nor were the tendons for the post tensioning located in the middle third of the concrete. Ninyo & Moore's testing refuted this and confirmed that slab and tendons were in conformance with the contract requirements. As a result of these findings, the City withdrew the portions of its tennis court claim that related to the thickness of the tennis court slab and the placement of the tendons. Given this, the Panel has no confidence in Mr. Rinker's results to support these Claims.

There was some minimal GPR testing done on five inch and six inch concrete panels by Ninyo & Moore and Western Technology, which disclosed the rebar was in the concrete and that the thickness of the slab was minimally deficient. CG&B calculated the missing concrete at 84.5 cubic yards. Given the price of concrete, CG&B calculated the credit to the City of $5,692.00. The City did, however, provide evidence that some of these five inch and six inch concrete panels had cracked and would require replacement. Concrete, by its very nature, cracks even if it has rebar. Of the seventy-one panels identified by the City, CG&B acknowledged that five of the panels had structural cracks and needed to be replaced. From the evidence, the best the Panel can calculate the cost to remove and replace each of the panels is $1,384.36 ($98,290 ÷ 71) for a total of $6,922.00.

The City also claims, and APCO admits, that it did not install a six inch concrete walk with rebar on the ADA ramp leading to the championship tennis court. APCO installed a five inch walk instead without rebar. This was a design change made in the field as a result of a design deficiency in the plans relating to the location of the footing for the ramp walls. The footings were shown at the level of the ramp and hand rails were placed in the footings. Santec acknowledged that the footings should be located twenty-four inches below the ramp. The soils report required two feet of fill over the footings. This reduced the area for the concrete walk to five inches and did not allow for a six inch walk. The five inch walk was installed with the approval of the City's field personnel and no NCN was issued. The cracks in the concrete walk appear to be cosmetic cracks resulting from normal expansion of concrete. There is no basis for this claim.

During the Arbitration proceedings, the Panel requested the parties visit the site and to determine what panels needed to be replaced. This resulted in the seventy-one panels identified above. APCO offered to replace any panel which the City identified as defective, which offer the City refused. APCO even suggested that the City do it with its own forces and APCO would pay the cost. This likewise was refused. The Panel brings this up because it is concerned that the City's actions could constitute a breach on the part of the City excusing APCO of any liability on the five inch and six inch concrete panels.

The City has argued that under the terms of GC-37, it has no obligation to allow APCO to correct defective work. The City, however, overlooked other provisions of the contract, namely GC-33, which requires the City to give a seven day cure notice before the City can take over the work. The Panel cannot find in the record that such a notice was given with respect to these panels. Even though that is a breach on the part of the City, APCO acknowledges responsibility for these deficiencies. The only damage proven, however, is the deficient concrete and the five defective panels. The City is awarded $12,614.00.

Claim 6: Defective Jogging Trail

It is undisputed that this issue was discussed with Mr. Barr before APCO made the change to delete the asphalt turned down edge for the jogging trail. It appears that APCO was concerned that the turn down edge rested on a dirt base while the rest of the trail was on compacted Type II material and that there could potentially be a crack in the asphalt at the joint of the trail with the turn down edge. APCO proposed that they widen the trail by a foot and extend the Type II material to the edge of the jogging trail. According to APCO, this change was approved by both Mr. Barr and Mr. Lewis, although, the modification was never documented in writing. It is apparent that the City knew of the change because no NCN was issued when this work was performed.

Even though the modification was not put in writing, the Panel finds that the City suffered no damage as a result of the change. In order to make the change, APCO provided compacted Type II material to the full extent of the trail, twenty-four feet, thus providing a solid base under were the turned down edge was located. Therefore, there was no material savings on APCO's part. The City's alleged cost savings did not take into consideration the compacted Type II material. The evidence discloses that as installed, there has been no failure in the performance of the edge of the asphalt in over three years of performance, thus the City received a final product that appears to be better than what was specified.

This Claim is denied.

Claim 7: Incorrect Tennis Court Dimensions

The Panel will give consideration to this Claim since it has denied any relief to the City on Claim One relating to the tennis courts. The City claims that the perimeter light poles around the tennis courts were mislocated, the result of which it did not give the appropriate playing surface called for on the plans, 60 x 120 on single court, 120 x 120 on double courts, and 240 x 120 on the quad courts.

This distance was to be measured from the fabric which was attached to the inside of the fence and light poles per addendum 3.

The problem arose because of conflicts in the plans. The detail 4 on SD-17 applies to both fence and light poles. While it shows a four inch fence pole set back from the edge of the concrete of three and one-half inches, this applied also to the six inch light poles. In order to meet the requirements of the playing surface, this would require the six inch poles to be placed at or near the edge of the concrete surface. This raised concern about the photometric requirement for the tennis courts shown on plan TE-2.1. The record is clear that this was discussed with Mr. Lewis and confirmed by Mr. Baird who obtained the photometric disk from the City's electrical consultant. APCO was directed to place the poles in accordance with the disk, which it did. Given the conflict between SD-14, SD-15 and TE-2.1, it is not surprising that this Claim came about. There appears to have been no coordination between the layout design of the SD drawings and the photometric design of the TE drawings which led to this problem. The City chose to follow the photometric design to resolve the conflict and must live with the consequences of its choice.

This Claim is denied.

Claim 8 and 9: Defective Tubular Steel Fence

The City, with respect to both Claims 8 and 9, is claiming damages resulting from excessive picket spacing, missing picket caps, defective painting, defective structural welding and footing deviations. Because of these defects, the City is seeking damages for the total removal and replacement of the fences. The Panel will discuss each Claim in that order.

A. Excessive Picket Spacing.

Since the drawings for this fence was not stamped or engineered, this item was treated as a deferred submittal. As such, it had to be submitted to Santec for comment and then to Building and Safety for final approval. The plans required picket spacing to be measured at 4.5 inches, center to center. The City measured the as-built field picked to be 4.875 inches, center to center. With a one inch picket, the space between the picket is 3.875 inches, which meet the requirements of the code.

While the picket spacing may meet the code requirements, the City contends that APCO saved two pickets for every ten feet of the fence. The plan sheet SD-35 reads, "10'-0" max spacing per panel." The City, for the purpose of its calculation, assumes every fence panel is ten feet. There is no evidence in the record to support that conclusion since the panels could have been shorter than ten feet. The savings of the amount of pickets is unsupported by competent evidence, and since the amount is not quantified in the City's findings, the Panel finds no basis for this part of the City's Claim.

B. Missing Picket Caps.

The missing picket caps were not on any punch list and were not discovered to be missing for about nine months or more after the park had opened. Mr. Richardson testified that all the caps were installed when they finished the fence. Mr. Walker admitted that a person on the ground could observe the caps were missing. Given the evidence, the City has not sustained its burden of proof that the caps were not there when the park was turned over to the City. There is no basis for this part of the City's Claim.

C. Defective Painting.

The issue regarding the paint has its origin in how the fence was to be installed. The specifications allowed the members of the fence to be attached by welds or bolts. Sec. 5515. It also provided that all fencing was to have powder coated paint. The testimony discloses that this issue was discussed with the City who wanted all connecting members to be welded. This meant that when the panels were connected in the field, the welding of the panel to the member (fence to the picket posts) that the powder coat at the area of the weld

would be destroyed and that the area would have to be repainted but not with a powder coat that is electrically applied in an oven when fabrication takes place. APCO warned the City that field painting would not match the powder coat in terms of finish and that rust could appear at the weld when field painting was done.

By the end of the project, APCO's prediction had occurred and the City was requesting that the welds be repainted. To make matters worse, the City apparently was not satisfied with the powder coat on portions of the fence and required areas of the fence to be repainted in the field. Powder coat reacts better to sunlight exposure than field applied paint. The Panel had several occasions to visit the park and to observe the fence and could see the differences between the colors of the two paint applications. The field applied paint had faded remarkably. In effect, it appears that the City, in requesting the fence to be repainted in the field, had violated its own specification for powder coat and had made the situation worse. According to the City's expert Dr. Moncarz, at the City's request, he tested a sample of the powder coat from the fence and found that it complied with the specifications. There is no evidence that the powder coat was improperly applied. There was some complaint from the City that some paint was pealing but it appears that this was at the welds that had been field painted several times.

The problem with the paint relates directly to the City's decision to field weld rather than use clips with bolts. This decision prevented the City from getting a completely powder coated fence as called for in the specifications. APCO complied with the City's direction so the condition of the fence paint is the City's responsibility.

D. Defective Structural Welds.

The City, by its claims, is seeking to remove and replace the tubular steel fence in Phase 1A and 1B. With respect to the welds, the issue is whether the deficient welds are of a structural nature which would require that the fence be replaced, or are they cosmetic and would only require repair? The testimony and expert reports of both parties conclude that the fence is structurally sound and does not need to be replaced. The testimony of the City's welding expert George Salas pointed out the many deficiencies in the welds that

needed to be fixed. Mr. Salas could not and did not testify that the fence was structurally unsound. Mr. Richardson who installed the fence admitted that many of the welds were deficient and needed further work to bring them into conformance with the plans and specifications. Based on the foregoing, the City will be allowed the cost to repair the welds which necessarily includes repainting the entire fence. The costs will be discussed under the damages section to this claim.

E. Footing Deviations.

The City, in inspecting the footings of the tubular steel fence posts as a part of its claims, ascertained that four to ten of these footings were not to the depth required for pier footings as required by the plans. They were more like spread type footings. Mr. Fineberg of the City was unaware that spread footings had been approved for the fence posts when obstruction prevented going to the depth required for pier footings. Mr. Platt, for APCO, testified that there were eighteen conflicts or obstructions in 1A and eighteen in 1B where APCO used spread footings. While there was some question on the City's part that conflicts existed, the use of spread footings still provided a sound structural base for the fence posts. The City has not sustained its burden of proof that the foundation needs to be replaced or repaired.

F. Tubular Steel Fence Damages.

From the testimony and Exhibits, the Panel finds that the tubular steel fence in 1A and 1B is structurally sound and does not need to be removed and replaced. The fence is in need of repairs to the welds which will necessitate that the fence be completely repainted. Mr. Richardson acknowledged responsibility and provided a cost of $65,920.00, which was broken down by item with hours and labor cost. This included repainting the entire fence. Mr. Fineberg, for the City, gave a cost of $970,000.00 to repair the fence without any breakdown of what that cost included. Mr. Walker, for the City, admitted that there was no support for Mr. Fineberg's estimate which amounted to two-thirds the cost of the City's estimate to remove and replace the fence. The Panel, having examined the fence on several occasions, believes that the cost to repair the welds properly is considerably more than Mr.

Richardson's estimate. The Panel believes that the cost of repairs will be about $131,840.00 and will allow that amount to the City on its Counterclaims 8 & 9.

Claim 10: Defective Storm Drain

In examining this Claim, it appears that the storm drain was inspected by the City Building Department as it was being installed during construction of the Park. At the end of the project, Mr. Lewis noticed that some concrete collars around inlets had not been installed. Although APCO corrected this deficiency, the City decided to inspect the entire storm drain system. This and a subsequent inspection led to this Claim. The Claim has basically four components, the upper headwall and forty-two inch pipe, the twin forty-two inch pipe and valley gutter, manhole and trash racks.

With respect to the first two items, the deficiencies relate to the disk that APCO received from the City's designer Santec. The City seeks to strike this testimony since APCO did not produce the disk. APCO testified that the disk was lost. There is no dispute that such a disk was produced, that Santec was advised of a difference in elevations between the disk and the plans and that APCO was directed to use the disk to establish elevations. That testimony is not hearsay as the Dissent suggests. Given the testimony, it was the City's obligation to produce a copy of the disk from its designer Santec to rebut this testimony to show that APCO was incorrect. The City failed to do this or explain why they could not provide a copy of the disk. The Panel will consider and weigh the evidence.

A. Upper Headwall and Forty-Two Inch Pipes.

The primary problem with the upper headwall and the forty-two inch pipe and the rest of the storm drain, appears to relate to a conflict in the elevation shown on the permit set of drawings and the survey disk given to APCO by Santec, which provided the survey in an electronic format so APCO could do its survey based on satellite readings. Mr. Lewis confirmed that APCO received a survey disk from Santec. According to APCO, they noticed a difference between elevations obtained from the disk and those shown on the permit plans. They advised Mr. Baird, of Santec, of the differences and were told to use the disk. This resulted in headwall being about a foot higher than shown on the permit plans.

This caused a deflection angle in the joint of the pipe to be greater than called for on the plans. At the defection joint, Mr. Jackson first said it was not sealed and was allowing dirt and debris to enter the pipe. Later, he acknowledged that there was no dirt entering from this connection. While there may be a connection problem, it appears that the headwall and pipe was inspected by the building department during construction and passed inspection. The building inspector's signature and initials, as testified by Mr. Platt, are on Exhibit 3507. GES did inspect the headwalls and signed off on the permit for the storm drain, which led to the building department closing the permit. While the City did initially object to Exhibit 3507, the objection was withdrawn and Mr. Jackson's affidavit supplemented the record on this exhibit. The City also indicated that they would have Mr. Baird testify on this subject but did not do so. The City may not, after the fact, like this condition, but it appears to have risen because the plans did not accurately reflect the proper elevations. The lack of cover over the pipe resulted from this problem. This is not a construction problem but a design deficiency. This portion of the Claim is denied.

B. Valley Gutter and Twins Forty-two Inch Pipes.

There appears to be about one and one-half to three inches of water ponding at the entrance of twin forty-two inch pipes that runs approximately fifteen feet into the pipes. This problem appears to have resulted from the elevation of the headwall. The City surveyed the headwall and determined that it was not put in at the elevation shown on the permit set of drawings. APCO installed the headwall at the elevation shown on the disk. Again, this section of the storm drain appears to have been inspected and passed by the building department inspectors. The depression will not affect the operation of the system. The City's concern simply appears to be the ponding of the water and mosquitoes which is a summer-time problem. Given the climatic conditions of Las Vegas, this ponding water should not present a problem and does not justify the repairs the City seeks.

This portion of the Claim is denied.

////

////

C. Broken Manhole.

The City's claim relates to manhole #4, which the City initially claimed that part of the cone lip when it sets on the segment below it was broken off. Mr. Jackson, who inspected the pipe initially, did not observe the hole at the bottom of the manhole until he went out again near the end of these proceedings. How the broken lip and hole came about may be subject to some question. Nonetheless, they exist and should be repaired as was acknowledged by Mr. Richardson who provided an estimate of repair of $775.00. The City would prefer to remove and replace the manhole in its entirety for $32,687.00. Having reviewed the photos, the Panel believes that the manhole can be adequately repaired without the necessity of removal. Removal of the manhole would constitute economic wastes. Mr. Richardson's cost of repair is reasonable and will result in a fix that will not lessen the utility of the manhole. The City is awarded $750.00 on its claim.

D. Trash Racks.

There is no dispute that the trash racks were not installed pursuant to the detail on plan sheet CE-D2 for the forty-two inch pipes. APCO contends that as long as they met the requirements in Change Order 96 for the added trash rack for the forty-eight inch pipe, they complied with the specifications. That might be true, but the problem is that the eye bolts are failing and the hinges are pulling away from the headwall. This condition needs to be corrected. The City's estimate of the cost to correct appears to be excessive as only eight eye bolts would have to be replaced. This would require digging down in four locations and drilling through the headwall to install the new eye bolts.

The City's Claim is allowed for $2,000.00.

E. Broken Pipe.

There is a break in the pipe located near the down-stream end of the storm drain system. APCO has attempted a repair but it does not meet the manufacturer's requirements. A concrete collar is required, the cost of which would be approximately $400.00.

The City's Claim is allowed for $400.00.

Claim 11: Defective Chain Link Fence – Phases 1A and 1B

Under this Claim, the City is seeking compensation not constructing the fence pole foundation in accordance with the plan design, the pole-in-pole condition and for the fence not delivered in Phase 1B.

With respect to the first portion of this Claim, the City claims that the fence pole foundation was not built to the dimensions shown on the plans. APCO appears to take the position that this was a deferred submittal which allowed them to engineer the design. The City did some excavation of the fence posts on a couple of the courts, which disclosed that they did not get the full thirty-six inch depth or the eighteen inches diameter. The deferred submittal for the three foot fence post foundation prepared by Mr. Chen shows a depth of thirty inches. While this submittal may not have been presented to the Building Department, Mr. Chen's signature indicates that the design met the building code requirements. Mr. Platt reviewed the City's photograph with the site location and found they were consistent with the details for the short and tall fence post foundation.

The City's claim is that the foundation still did not fully meet the dimension requirements for the foundation. The City basically requests $2,000.00 for each of the 22 tennis courts. There is really no quantification to justify these amounts. It's just speculation. The City has not sustained its burden of proof as to damages, even assuming APCO hadn't complied, which may be subject to debate if this was a deferred submittal.

As to the pole-in-pole condition, the City basically agreed that if APCO's engineer, Mr. Chen, accepted this condition, the City would have no right to object if it was structurally sound. The engineer provided the letter which the City requested that the condition was structurally sound. The City may still not like the condition but that doesn't mean they are entitled to damages.

As to the chain link fence in Phase 1B that wasn't delivered, the City has no claim. The City claims that Alternate #3 deleted the chain link fence on the south side of the soccer field for a tubular steel fence, but that it was still included in APCO's bid. Whether that was the case or not, the City accepted APCO's bid. It's sort of the counter, if APCO omitted

something from its bid and must eat the cost of the omitted item, and if they inadvertently include something not required, it is to their benefit. The City is not entitled to renegotiate the bid once it has been accepted.

This Claim is denied.

Claim 12: Missing Thickened Edge at Tennis Courts

The plans SD-17 shows the thickened edge to be twelve inches deep and twenty-four inches wide. The edge APCO constructed was 15.4 inches wide. This is the basis of the City's Claim. APCO, however, built the tennis courts in compliance with the USTA manual, which calls for a twelve inch width for the thickened edge. The specifications which control over the plans, specifically required APCO to build to USTA standards. Although standards do not normally have control over the plans, the specifications established how the courts were to be built, namely to USTA standards. As to the missing dowels, the dowels were required for four inch concrete. There was no four inch concrete on the project.

This Claim is denied.

Claim 13: Missing Playground Equipment

This Claim raises serious questions as to who has the authority to approve submittals and the pressure being put on the City's representatives in the field by higher ups to make them comply with the party line. It also points up to something that seems to permeate the City's claims, which is an apparent lack of investigation with the City's field personnel as to the reason why changes were made and items deleted. The revised submittal was not only approved by Mr. Lewis and Mr. Barr but also by Mrs. Ridenour of Santec, the designer. After the playground equipment was installed, Santec, Mr. Lewis and Mr. Barr met with representatives from the City's Leisure Service Division, who then inspected and accepted the playground equipment.

What Mr. Walker was unaware of was that there was more to the acceptance of the submittal than just playground equipment. In engineering the shade structures for the central playground area, it was determined that six additional poles would be required to

support the shade sails that the City wanted. This required a redesign of the playground layout, which APCO coordinated with Santec and Sunports. APCO never sought additional compensation for the additional poles or the redesign of the playground. All of this was considered when the revised submittal for the playground equipment was approved.

When Mr. Walker presented this Claim, both Mr. Lewis and Mr. Barr objected to it believing that there were substitutions made for some of the missing playground equipment, all of which had been addressed with Santec's approval. Most of these were equal to what was specified and, that with the redesign and the additional pole, justified approval of the revised submittal. Toward the end of the hearing, Mr. Lewis succumbed to the pressure and equivocated on his initial position.

This Claim is denied.

Claim 14: Missing Perimeter Tendon

The plan sheet SD-17 shows two perimeter tendons around each of the tennis courts. APCO acknowledges that it had only installed one perimeter tendon per approved Post Tension of Nevada approved shop drawings. This was because the tennis court light poles extended into the court area. As mentioned earlier, this occurred because APCO was directed to install the light poles in accordance with a photometric disk given to them by Santec. GES inspected the tendon placement and no NCN was issued because the tendons were being placed in accordance with the shop drawings.

The issue is whether the City is entitled to a credit for the tendon shown on SD-17 that was not placed. The City relied on GC-42 C of the audit provisions of the General Conditions to the contract, which says in part, if "the dollar liability is less than the payments made by the City to the contractor", contractor agrees to immediately pay the difference to the City. This is a very strained interpretation when applied here to a fixed price contract where the City approved the change because of a conflict in the plans. Normally, this type of provision applies to unit price contracts and allows the items paid to be adjusted when the final quantities are known. However, there was a savings to APCO

that should be passed onto the City.

On this Claim, the Panel finds the City is entitled to a credit of $7,544.00.

Claim 15: Tennis Court – Tensioning Test Results

Under section 3.2 of the specification 02755, APCO was to provide to the City dual stage testing of the tennis court tendons and elongation records. APCO apparently did not initially provide this information because the City contracted with GES to provide this same information. GES did in fact record this information on all but perhaps one tennis court. APCO did not record the result because the City had presumably received those from GES. GES never gave the test results to APCO. If APCO had recorded the results, they would have gotten them from GES. Unfortunately, when the City requested the results from GES, they could only find them for three courts. Although, GES' records indicate that the testing and measurements occurred on all but one court. Once the testing is done and the cables are cut, you cannot go back and retest or measure.

APCO should have recorded the information as required by the specifications, but the Panel cannot see where the City has been damaged by this omission. The City's damage should be based upon APCO's cost to summarize the results to which the City claims a credit. The City's damages claim is clearly overstated. While the Panel has some questions as to the City's entitlement under section 02755, Mr. Pelan did estimate the credit at less than $1,000.00, and the Panel will allow a credit for that amount.

Claim 16: Missing Flatness Tests for Tennis Courts

The City claims, that section 3.4 of the specifications 02755 requires APCO to provide flatness test results to the City. All the section requires is that APCO measure for F(F) tolerance. Nothing in that section requires APCO to provide the results to the city. The dispute here is that APCO only believed that it had to meet the tolerance and the City had the obligation to perform the tests if they wanted to see that APCO had met the F(F) tolerance. APCO wanted a Change Order for the costs it incurred to determine it had met the tolerance, which the City would not give. APCO refused to give the test results to the City without a Change Order. While the Panel believes APCO should have provided its

test results to the City and submit a Change Order request (COR) for reimbursement, which could have been a part of its claim in its proceeding, the Panel does not find any basis for this Claim when the specifications are reviewed.

This Claim is denied.

Claim 17: Court Storage Areas

This Claim is the result of confusion on the City's part which results from the confusing terminology in the plans and specifications. In specification 2830, chain link fencing is referred to as "fabric" or "fence fabric". When one looks at the plans SD-16 detail 4, it's called "roof fabric" or "fence". In section 2831, windscreen is referred to as fabric. Note 1 for the storage area refers to roof fabric, which is the windscreeen mesh and indicates that it is to be attached with hog rings around the perimeter. APCO did comply with Note 1. Note 3, requires the fencing to be welded to the fence rails. Welding would not have worked given that the fence was PVC coated. Section 2830, page 2. The specification 2830 at page 2.11, requires the fence to be attached with bands or clips. Specifications control over plans. Note 2 related to brackets and both which were ground smooth. APCO took care of this as a punch list item.

The remaining item of this Claim deals with the fabric mesh (windscreen) that was to be installed under the roof fence and on the outside of the fence walls facing the tennis courts. APCO acknowledged that it did not install the fabric mesh under the roof fence at the request of Mr. Barr and Ms. Foley, and that the City is entitled to a credit. Mr. Platt's testimony on this subject is not hearsay. Capstone for the City calls this roof fabric and not fabric mesh. Its price per unit is $2.00, where his price per unit for windscreen is $1.50. Since both items are fabric mesh, there should not be a difference in cost. The Panel finds Mr. Pelan's analysis of the cost more persuasive and finds the City is entitled to a credit of $1,096.00, plus markup.

While APCO did install fabric mesh on the outside of the storage area, detail 4 on SD-16 indicates fabric mesh on the inside where the storage area faces away from the tennis court. The photos produced by the City as well as APCO clearly show that this fabric was

not installed. Capstone calculates this area at 2079 square feet and applying APCO's cost per square feet which gives a credit of $1,850.00, plus markup. The City is entitled to a total credit of $3,447.00.

Claim 18: Missing Perimeter Windscreen

The issue here is whether there was to be windscreen on the perimeter fence where indicated on GP-1 plan sheet. GP-1 clearly points to the perimeter fence and calls for a ten foot fence with windscreens. While there is a reference to detail 2 on SD-16 for the ten foot fence at tennis courts that does not override the description of the fence called for on GP-1.

Apparently, this omission was overlooked in the field and on the punch list and only came to light when the City was trying to establish its counterclaim. It is, however, an omission from what was called for in the plans. Even if it was overlooked by the City staff and Santec, the City is entitled to a deduction credit. The Panel finds that Mr. Pelan's analysis of the cost with supporting documentation is far more accurate than what the City is claiming.

Accordingly, the City is allowed a credit of $15,687.00 on Claim 18.

Claim 19: Turf Deletion Credit

The City initially asserted a claim of $1,500,000.00 for the change from natural sod to artificial turf on fields 1 through 7. By the time of the hearing, the claim had been reduced to $520,237.00. This Claim was calculated by Mr. Walker who had nothing to do with the negotiations, the proposed Change Order or the CCD which the City issued to APCO to perform this change to the contract. As the Panel will explain, it finds no basis for this Claim.

The record reflects that there was extensive negotiations between Mr. Lewis and Mr. Barr, with APCO regarding the additions and deletions resulting from the change. In fact, each of the parties came up with their own documentation. They negotiated their respective figures and came up with what they believe was a reasonable cost for this change, and the reasonable credit to which the City was entitled for the deletion of the work called for in the plans. Having reached an agreement on the cost for the change to

artificial turf, the City issued a Change Order to APCO for the work.

APCO refused to sign the Change Order, not because it disagreed with what the parties had agreed to, but because no additional time was provided for in the Change Order for the additional time required to perform the work. The City said no and issued the CCD which required APCO to go forward with the artificial turf work. The City points to language in the CCD where the parties have not reached an agreement on cost and/or time to justify its current claim.

When you look at the facts and what went on surrounding the CCD, it is clear to the Panel that the word "cost" applies to acceleration and not to the costs that the parties had agreed to and was reflected in the proposed Change Order. Even though what we are really looking at is the "time" the City refused to give. Again, it was not the costs which the parties had negotiated and agreed upon.

Even when you look at the items making up the City's claim, there is little or no basis for them. By way of examples, the evidence clearly shows that APCO did over-excavate the turf areas to a depth of twelve inches. The minus two inch material was installed. The sub soil finish work was done. The top soil credit was a negotiated item where APCO wanted the credit to be $150,000.00, but agreed to the City's figure of $179,306.00. The City got what it wanted. On the type II placement, Mr. Walker did not take into account all the work contemplated for that item.

Here there has been an accord and satisfaction of the actual cost the parties agreed to. It was a compromised agreement whereby the parties settled their differences and agreed upon an amount for each item. It was an amicable settlement based upon mutual concessions. This is why the Panel denied APCO's claim regarding turf trenching. All costs were resolved by the Change Order, except for time, thus the City waived this Claim and is estopped from making it at this time.

Claim 20: Diminished Concrete Pavement, Phase 1B

This Claim related to the owner's claim that fiber mesh specified for the concrete was not included in all of the concrete. Apparently, the City employees, in observing a couple

of five inch concrete sidewalks that had been removed, did not observe any fiber mesh. The City's damages assume that there was no fiber mesh in any of the five inch walks. There is literally no basis for this assumption. GES' inspector for the City reviewed the batch tickets for all concrete poured in the site. That included the five inch walks and confirmed that there was fiber mesh in the concrete. The GES inspection reports confirm the presence of fiber mesh. Under the circumstances, the Panel finds no basis for this Claim.

This Claim is denied.

Claim 21: Missing Concrete Header – Phase 1B

The CE plan sheets show two notes 6 and 7. Note 6 says construct mow curb per landscape plans. Note 7 says construct mow curb at fence per landscape plans. Note 6 on the plans is at the line separating the soccer field from the decomposed granite outside the field. Note 7 on the plans is located at the tubular steel fence that surrounds the soccer field. Although, there are no plan sheets that are designated "landscape plans" it appears that the site sheets designated as SD contains the landscape details. SD-2 Detail 4 sets forth the mow curb design. The Detail illustrates the area next to the soccer field. That there is to be a mow curb under the fence is further reinforced by SD-35, details 2 and 4 which show concrete under the fence.

Mr. Pelan testified that this issue was discussed in weekly meetings and was resolved and that no curb was necessary. A deletion of this magnitude should be in the weekly minutes. Unfortunately, Mr. Pelan did not tell the Panel where to look and the Panels' search of the minutes came up with no mention of the fence mow curb. Since the mow curb is clearly designated on the plans, it appears that the parties simply overlooked this requirement. Notwithstanding that, the City is entitled to a credit for this deletion, APCO acknowledged that the City's claim amount was a reasonable credit for the deleted work if the Panel found it was required. The City is entitled to a credit of $80,145.00. The Claim is approved.

Claim 22: Credit For Deleted Soil Over-Excavation

This "man-made fill" claim is a "made up" claim by the City for which no real basis exists. While the contract required that all man-made debris/trash on-site had to be removed from the project, Las Vegas Paving was aware that some of the fill on the project was controlled fill which it had placed under a prior contract with the City. Because of the cost involved, Las Vegas Paving raised a question as to whether the City really wanted this controlled fill removed since they did not consider it to be in the category of a man-made fill. As a result of the question, the City, as a part of addendum 3 stated, "There is no certification on file with the City for the existing 'City controlled fill' area." Whether they were right or wrong in their interpretation of addendum 3, Las Vegas Paving believes the City's controlled fill would not have to be replaced and did not include that cost in its bid. Mr. Lewis confirmed that if the pre-existing fill was controlled, it did not have to be removed.

After the notice to proceed was issued, the City decided that all man-made fill, including the controlled fill, had to be removed. Las Vegas Paving protested this decision in writing noting that the issue involved about 500,000 cubic feet of material at a cost of somewhere between two and three million dollars. There does not appear to be any dispute that the controlled fill was omitted from its bid. APCO advised the City that if directed, it would remove the existing fill under claim. Multiple meetings were held to resolve its dispute and an agreement was reached to resolve the dispute. Mr. McNellis, on behalf of the City, agreed that if APCO/Las Vegas Paving would excavate exploratory pits where directed by the City and if the material was sound the controlled fill would be acceptable. Under this agreement, APCO agreed to and did pay for the costs in digging the exploratory pits.

Without deciding by arbitration who was right or wrong, the parties entered into a compromised settlement to resolve the dispute. The parties by an accord had settled the dispute. Now by way of a back door, without adequate investigation the City is back peddling on its agreement without any legitimate basis. The Panel truly wonders what the

City's motives are behind this and many of its exaggerated claims.

This Claim is denied.

Claim 23: Tennis Court Slab Thickness

This Claim was originally based on the City's own GPR testing, which the Panel found was not reliable. Subsequently, the City had Ninyo & Moore do GPR testing and found that the slab thickness met the requirements of the contract.

The City has withdrawn this Claim.

Claim 24: Misc. On-Site Improvements

The parties have resolved all six of the permit issues related to this Claim, at the considerable urging of the Panel. The Claim was withdrawn.

Claim 25: Off-Site Improvements

This Claim was originally for off-site punch list items and a pavement deviation fee assessment. All items under the punch list have been completed and accepted. The only matter remaining is the fee assessment. Mr. Walker testified that he was the author of the pavement deviation fee clause in the regional standard specification for Clark County, which was incorporated in the notes on plan sheet GN-1. He also testified that the deviation where located would not have any effect on its useful life. Given that comment, the City has not been damaged by the deviation, and in the Panels' judgment, no fee should be assessed. This claim is denied.

Claim 26: Facility and Structural Improvements

The parties have resolved all eight of the permit issues related to this claim, at the considerable urging of the Panel. The claim was withdrawn.

Claim 27: Tennis Court Cabanas

Although, the City has withdrawn this Claim, it asks for an order reminding APCO of its obligation for final closure of permit requirements. Although APCO gave a submittal to Santec for the cabana foundation, which they reviewed without objection, it was not submitted to the Building Department for approval as a deferred submittal. After this Claim arose, APCO obtained plan check and permit approval from the Building

Department. In August, 2005, GES had inspected the cabana foundations and certified that the cabana foundations were put in per the approval plans. The Building Department won't accept this because the GES' certification was made before its plan check and permit approval. This is a distinction without a difference. The Building Department's request for an updated special inspection report is arbitrary and unreasonable. The parties to the contract know that the foundations were put in per plans.

The Building Department can accept GES's certification. This Claim is denied.

Claim 28: Misc. Electrical Improvements

This Claim, like the previous, relates to closing out permits for which the City is now making no claim. To the extent necessary, APCO is reminded of its obligation to assist the City in closing out its permits.

Claim 29: Walls and Fencing

This Claim relates to six permits for the wrought iron fence (tubular steel fence), five of which have been closed. The City is not requesting any financial consideration for this Claim, and the Panel finds there is nothing for APCO to do, in that the City's Claim with respect to this fence has been previously addressed under Claim 8 and 9.

Claim 30 and 31: Liquidated Damages Phases 1A and 1B

The Panel has previously found that the City delayed APCO in the performance of its work and has awarded delay damages to APCO and its subcontractor. The City has been somewhat inconsistent in its approach to this Claim as to Phase 1B. In the City's initial brief to APCO's Claims, it appeared to take the position that it had extended the completion date to May 3, 2006. In presenting its Counterclaim, the City argues that the Phase 1B completion date was January 5, 2005. The Panel finds that the City extended the completion date to May 3, 2007, which is the completion date for Phase 1A. All delay after that date, until substantial completion on September 2, 2005, was the result of the City's actions.

APCO never contested the liquidated damages set forth under GC 39(B), it disputed the City's entitlement to assert them. The Dissent agrees with the City on its calculation of

the delay damages, but the majority of the Panel disagrees for the reasons set forth in its opinions on APCO and its subcontractor delay claims.

This Claim is denied.

Claim 32: Investigation Costs – Tennis Courts

The City is seeking to recover the costs associated with uncovering defective construction relating to the post-tension concrete tennis courts. The Panel has previously found that the post-tension problem related to RFI-71, which was the responsibility of the City, not APCO. Additionally, the Claim appears to relate to the City's GPR testing, which the Panel found was worthless in light of Ninyo & Moore's GPR results. If the City incurred other costs of investigation, it has failed in its burden of proof to identify or segregate those costs.

This Claim is denied.

Claim 33: Investigative Costs – Six Inch Concrete

The City provided no back-up documentation to support this Claim. Additionally, as with all the investigative claims, the City wants reimbursement for its own in-house GPR testing, which the Panel found to be worthless. Some of the costs may relate to the six inch concrete panels that had to be removed for two courts to be enlarged for professional play not because they were defective. The Panel finds that the City has not sustained its burden of proof, on what if any, was the responsibility of APCO.

This Claim is denied.

Claim 34: Investigative Costs – Five Inch Concrete

For the reasons set forth in Claims 32 and 33, the Panel denies this Claim.

Claim 35: Investigative Costs – Pavers

The plaza pavers to which this Claim relates was the subject of the City's Claim 3. The Panel found that the deviations were the result of the City's design and failure to use sand stabilizer and not the responsibility of APCO. Under G.C. 37, the city is responsible for these costs as the defects were not the responsibility of APCO. Additionally, there were costs incurred for claims which the City found were not the responsibility of APCO. The

City has failed in its burden of proof on this Claim.

This Claim is denied.

Claim 36: Investigative Costs – tubular Steel and Chain Link Fence

This Claim is difficult to understand because the only thing that had to be uncovered was the foundation for fence posts. The tubular steel fence posts that were uncovered were spread footings for which the Panel found the City had no claim. The other defects were readily apparent and did not require uncovering. There might have been some uncovering with the chain link fence poles and foundation, but the City failed to provide back-up documentation from which the Panel could make some allocations. The City has not sustained its burden of proof on this Claim.

This Claim is denied.

Claim 37: Project Record Documents

This Claim relates to the as-built plans, which should reflect all changes made to the permit set of plans as the park was built. The plans were updated weekly to reflect the as-built changes by Mr. Platt, Mr. Barr and T.J. Consulting. When APCO delivered the final set of as-builts to the City at the end of the project, they were rejected. Initially, T.J. Consulting, on behalf of the City, rejected the as-built as not accurately reflecting the changes and returned them to APCO. Eventually, Mr. Lewis confirmed that a second set of as-builts were provided to the City, which was turned over to Santec so they could prepare the final as-built. Even though he did not review APCO's final submission, he believed it still contained inaccuracies. It does appear that Santec was able to prepare a final set of as-builts with what it received from APCO, which the City accepted. APCO's final set of as-builts were accepted by the City so there is no basis for this Claim even if there might have been a few inaccuracies.

This Claim is denied.

Claim 38: Outstanding Punch List

The issue here is primarily over the owner's refusal to allow APCO and its subcontractor to complete the remaining punch list items. The City claims that GC 39(d)

controls this issue. This provision requires that APCO shall complete the work on the punch list within the time specified on the certificate of substantial completion or as otherwise directed. If APCO fails to satisfactorily complete the punch list, the City has the option to complete the work with its own forces or retain another contractor to complete the punch list. The costs of completing can then be deducted from the retainage or other monies due APCO. Except for perhaps two items, the City has not in over three in a half years undertaken any efforts to complete any of the items remaining on the punch list.

The certificates of completion do not set forth any specific deadline but references a "reasonable time" when the punch lists are provided. The City points to the ITB definition of reasonable time, which means ten days. That definition was clearly waived. The initial Phase 1B punch list was issued on or about July 29, 2005 and the initial Phase 1A was issued on or about September 1, 2005. On or about November 10, 2005, the City prepared a combined punch list for Phase 1A and 1B. Up to this time, APCO had been working for more than two months on the punch lists, thus the 10 day reasonable time of the ITB had been waived by the City.

At some point in time, the City, without any prior notice to APCO, made a decision that it would no longer allow APCO and the subcontractor on the project to complete any remaining punch list items. The items for which the City contends are remaining are set forth in Exhibit 3509. Most of these items APCO and its subcontractors would complete if they were allowed back on the site. The City has made it clear to the Panel that it will not allow APCO and its subcontractors back on this site to correct punch list items. Since no specific deadline was set for the completion of the punch list, this refusal to permit them on the site and the City's failure to incur any costs to fix the punch list except for two items, APCO's argument has some merit.

Particularly, since no specific time was set for completion of the punch list by the City, it appears that it is the City who breached its contract with APCO. Under GC-33, the City is required to give APCO seven (7) days written notice before they can take over the punch list work. That provision, states in part, that if the contractor (APCO) neglects to

carry out work in accordance with the contract and fails within a seven day period after receipt of written notice from the owner to commence and continue correction of such default or neglect with diligence and promptness, the owner may after such seven day period, and without prejudice to other remedies, correct such deficiencies. In such a case, the owner may perform the work with its own forces or contract with others to perform the work.

This appears to be a clear condition precedent to the City's right to take over the punch list work without giving a seven day notice to APCO. The Panel cannot find in the record any such notice being given to APCO. In addition, except for maybe two items on the punch list, the City at this point, has not suffered any damage because it has not undertaken to complete the work with its own force or arranged for completion by others. The City, by virtue of its breach, is not entitled to any damages from APCO for the punch list items except as to where APCO has waived the breach and has stipulated to liability.

One such item or items on the punch list related to landscape planting, items 199-215, where APCO has stipulated and agreed that the City is entitled to a credit of $5,200.00. Other items for which the City made claims were punch list items for costs the City incurred in doing the work with their own forces. One of these was the ADA shower in the pro-shop, which work was done without any notice to APCO by the City's own force. Although the City had records as to what the actual cost was, it relied on estimates from Mr. Lewis and Mr. Barr. Those estimates were not the best evidence for proving the cost. The actual records are the best evidence of the cost, but the City did not produce them. For that reason, the claim would have been denied even if the Panel had not found the City in breach for not giving the seven day notice.

In December of 2008, the Panel requested that the parties get together at the job site to see if they could agree on what items remained on the punch list. The items on Exhibit 3509, tab 26, and on Exhibit 2890, disclose the items being broken down as completed, agreed and disputed. As to the disputed items, the City still needed to give the seven day notice if they wanted to make a claim against APCO. Having not done so, the City has

forfeited its rights to damages on the disputed items.

Based on the foregoing, Claim 38 is denied, except as to the $5,200.00 stipulated to by APCO.

Claim 39: Arbitration Costs

The City preliminarily sought $1,500,000.00 for this Claim. It now recognizes that G.C. 3B does not allow for recovery of these costs and has withdrawn the Claim.

Claim 40: Subcontractor Bonding – Liquidated Damages

The Panel finds no merit to this Claim. The City misconstrues the wording of ITB-18. The wording of ITB-18 is absolutely clear and unambiguous. The "required bonds and insurance" is what the successful bidder (APCO) is required to provide to the City within five days after notification of the award. If the "bonds and insurance" are not submitted within the time specified (five days) then the contractor (successful bidder) is subject to the liquidated damages (LD) provision.

The City then attempts to incorporate this LD provision into ITB-18 A.9. Under this provision, it is the subcontractor who is required to provide bonds but no insurance. Upon request, the contractor is to show proof that the bonds have been provided. The timing provision for providing subcontractor bonds is not within five days of the notice of award to the contractor, but prior to the subcontractor commencing work, and even then, only when the City requests. If the subcontractor does not provide the bond, the City interprets this as requiring it to assess the LD's against the contactor for not requiring the subcontractor to provide the bond. This is a strained interpretation of a provision which is to the Panel clear on its face.

Under the City's interpretation, the term "required bonds" would include the subcontractor bonds in the LD provision of the section. The City's disagreement with the Panel would at the most, make that section ambiguous as to whether the LD provision was applicable to subcontractor bonds. Ambiguities are construed against the drafter and thus against the City. While the Dissent may agree with the City's interpretation of ITB.18, the acting City engineer, Ms. Cheri Edelman, agreed that the provision was not clear as to

whether the LD provision applied to subcontractor bonds. Even the Dissent, apparently, agrees that it would not be appropriate to assess this penalty.

Whether the liquidated damages constitute a penalty or whether the City maybe stopped from enforcing the LD's in connection with subcontractor bonding is moot in light of the Panels holding.

This Claim is denied.

In addition to LD's, the City's Claim #40 included several other items of damage. The first was an unjust enrichment claim for the premium that should have been included in APCO's bid that was not paid because the subcontractor did not obtain the required amount of bonding. This claim was $404,058.00. Because the City had a past practice of not requesting the subcontractor bonds, the subcontractor did not include in their bids the cost of obtaining the bonds. The City received a benefit in a lower bid from APCO because those premium costs were not included in the bid. APCO and the subcontractors have not been unjustly enriched.

This Claim is denied.

Under the second additional claim, the City seeks reimbursement of bond on premiums that were paid to the subcontractors on Change Orders. The subcontractors did in fact provide bonds for portion of the work. As to the portion that were bonded, the sureties will conduct an audit when these claims are settled and will assess against the subcontractor an additional premium change since the ultimate premium is based on the final adjusted contract price of the bonded portion of the subcontract.

The only premiums that were paid to the subcontractor were to Richardson, CG&B and Geneva. Richardson's bonded subcontract related to site utilities. CG&B's bonded subcontract related to the Phase 1A contract. The Panel cannot find any evidence in the record regarding Geneva, and it appears from the City's findings and conclusions of law that no premiums claim is asserted as to Geneva. In reviewing the Change Orders involving Richardson and CG&B for which premiums were charged, that were not on the bonded subcontracts, the City is entitled to a credit. As to Richardson, the credit is $4,410.

As to CG&B, the credit is $4,700.00. The City is awarded $9,110.00 on this Claim.

The third Claim seeks to recover the amount of Change Order 26 paid to APCO to waterproof the stadium walls. This Claim is simply based on conjecture that the bid for waterproofing included in the plans for the stadium planters also included the stadium walls. There is nothing in the record to support this. Everyone agrees that waterproofing of the stadium walls were omitted from the plans and specifications and that a Change Order was appropriate.

This Claim is denied.

The fourth and fifth Claim relating to Change Order 109 and 113 for payment to APCO to maintain the landscaping which the City seeks to receive. The City cites section 2900 as controlling this issue. Actually, it is controlled by section 2913. Under section 1.3, all turf sodded areas (soccer fields) had to be in by August 15, 2004 or liquidated damage (L.D.) would be assessed at $3,000.00 per day. APCO had substantially completed the turf installation on field 8-11 by that date and no LD's were assessed. Under section 3.11 of section 2913, APCO was required to maintain the turf a minimum of 90 days after project completion. The Change Orders for maintenance covered costs after April 5, 2005. The Panel has already determined that except of the conduct of the City, both Phase 1A and 1B should have been completed in February of 2005. The City is responsible for these Change Orders.

This Claim is denied.

The City's final Claim under Claim 40, seeks reimbursement of interest on retention that the City alleges it inadvertently paid to APCO. Because the City's claims exceeded the amount being withheld, the City argues the retention became withheld funds upon which no interest was due. Under this award, APCO's claims, exclusive of retention, exceeds the amount awarded to the City and therefore the retention never became withheld funds. This Claim is denied.

////

////

Summary of CLV's Counterclaim

The following is a summary of all of the City's Counterclaim on which the Panel has heretofore found the City was entitled to some recovery. As to all claims not listed, the Panel has found no entitlement or the claims were withdrawn.

CLV Counterclaim

Claim 2:	Defective net post anchors	$11,033.00
Claims 4 & 5:	Five and six inch concrete	12,614.00
Claims 8 & 9:	Tubular steel fences	131,840.00
Claim 10:	Storm Drains	3,150.00
Claim 14:	Perimeter tendons	7,544.00
Claim 15:	Tensioning results	1,000.00
Claim 17:	Court storage area	3,447.00
Claim 18:	Perimeter wind screen	15,687.00
Claim 21:	Concrete header, 1B	80,145.00
Claim 38:	Punch list	5,200.00
Claim 40:	Subcontractor bonding, etc.	9,110.00
Total:		**$280,770.00**

The City's Counterclaim is approved for $280,770.00.

INTEREST ON AWARD

It is the position of APCO that interest on the award should be calculated under NRS § 99.040, as there is no provision in the contract that expressly addresses prejudgment interest. The city argues that G.C. 15 in the contract provides for interest under NRS § 338.515. Both parties are partly right and partly wrong. The provision of NRS § 338.515 apply to the progress billings and the final retention. NRS § 99.040 would apply to APCO's

claim for equitable adjustment.

Under NRS § 338.515, the interest is to the paid quarterly, which means that the interest is to be compounded on a quarterly basis until the award covering the progress payments and retention is paid by the City. The basis that the City used for not paying was that their claim exceeded the retention and progress billing so nothing was due APCO. Since APCO's award on its claim for equitable adjustment exceeds the amount awarded to the City, the retention and progress billings were at all times due.

From the evidence and APCO's brief, it is difficult to determine when APCO's claim for interest started to accrue on the retention and progress payment. APCO, in its brief, states that the final billing for both was issued to the City on April 15, 2006, although the City acknowledged an earlier date. Interest under NRS § 338.515 commences to run thirty (30) days thereafter if the billing is not paid. Therefore, the Panel finds that APCO is entitled to recover interest from May 15, 2006 on $1,148,827.00 from the City at the rates set forth in NRS § 338.515 until this award is paid. The City is entitled to a credit for the interest payments made in July and October, 2006, of $12,010.95.

On APCO's equitable adjustment claims, we do not find any interest provision set forth in the contract that would apply to these claims. Therefore, we find that NRS § 99.040 applies to these claims. We further find that these claims, for the most part, were unliquidated claims. Therefore, interest on the equitable adjustment claim will be calculated under NRS § 99.040 and will continue to accrue from the date of this award until paid.

APCO'S CLAIM FOR SANCTIONS

APCO, in its closing briefs, is seeking to recover its attorney's fees either by way of sanctions under NRS § 18.010 or through a claim of bad faith on its claim and the City's Counterclaim. The contract between the parties clearly indicates that each party is to be responsible for their own costs, expenses, witness fees and counsel fees associated in the preparation and presentation of all claims and disputes. The contract does not provide for the recovery of attorneys' fees or related costs. If APCO is to recover on this claim, it must

be authorized under NRS § 18.010 or through a claim of bad faith.

Before addressing the legal issues, the Panel will address the City's conduct both as it relates to APCO's claim and the City's Counterclaim. From the Panel's decision on APCO's claim, it is clear that the City actively interfered and failed to cooperate with APCO in overcoming the problems created by the plans, which they knew from the beginning were defective and would interfere with APCO's performance. This interference and lack of cooperation was not on the part of the City's field personnel but on the part of the City's management. Even though the field personnel advised City management of the problems with performance and the need to grant time extensions, management refused to give any extensions and required Mr. Barr to declare APCO in default. The City even hired outside consultants who recognized the delay being caused to APCO because of the plans and change orders. Their advice to the City to get together with APCO to resolve these problems were ignored by City management.

As a result of the plan's deficiencies, many change orders were issued. APCO wanted to include requests for time extensions in the change orders. APCO was told that because the City wanted the project completed on time, any request for a time extension would result in the change order being rejected. This issue was resolved by Mr. Lewis and Mr. Barr assuring APCO that the final impact of the delays would be dealt with fairly on completion. This was apparently the practice on other City projects which APCO had with the City. An attempt was made near the end of the project to resolve the claims and delay issues which did not bring about a resolution. Instead, the City management decided to rely upon the contract provisions and ignore the commitments made by its authorized field personnel.

The City's Counterclaim is the result of a disconnect between the contract and the City's field personnel in administering the contract in the field. Mr. Barr, who became the one administering the contract in the field with APCO, is a licensed architect. When problems arose in the field due to the plans and specifications, he would authorize changes if no cost or credit was involved so that the work could proceed without delay.

Apparently, neither he nor APCO would reduce these changes to writing. This appears from the testimony to have been Mr. Barr's practice on other projects with APCO.

This practice on the part of Mr. Barr, created a problem with Mr. Walker's investigation of the City's Counterclaim. Mr. Walker was not an independent and unbiased consultant. He was an employee of the City. Although, we thing his testimony was, for the most part, factually correct as to what deficiencies existed in the project or was not installed, he did not undertake to determine the cause of these deficiencies. As far as Mr. Walker was concerned, if the changes or deletions were not in writing, it was APCO's fault. At no time during the preparation of the City's claims did he consult with Mr. Barr or APCO to determine why changes were made. Nor did he consult with Santec's personnel in investigating the claims, and to the extent he talked to Mr. Lewis, it was not to determine the cause. In an attempt to be fair, he presented claims that were overstated or did not exist.

Examples of this are the net post anchors, the concrete pavers, the turn down edge of the jogging trail, the tennis court dimensions, the missing playground equipment, and the tennis court perimeter tendons. There were at least three claims the City probably should not have brought. They are the credit for deleted soil over-excavations, the turf deletion, and the subcontractor bonding. These claims were probably asserted by others in the City management.

The Panel does find that there were some claims the City was justified in bringing, such as the excess cracking of the tennis courts, the five inch and six inch concrete walks, part of the tubular steel fence as it relates to welds, the defective storm drain, the missing perimeter windscreen, the court storage areas, and the missing concrete header.

It appears to the Panel that since many of the changes were so open and obvious, that Mr. Walker should have wondered why there were no NCN's being issued in light of the large number of inspectors the City had on the project. An open discussion with Mr. Barr, other City inspectors and its architect, right up front, the Panel believes would have prevented a lot of the City's claims from being made and would have reduced the City's

claimed costs.

By not properly investigating the claims initially, pressure was brought by City management on the City field personnel to support the claims. This was evident when Mr. Barr and Mr. Lewis objected to the missing playground equipment. Mr. Lewis gave into the pressure and supported the claim at the hearing. Mr. Barr's testimony was not altogether truthful on critical issues. While his testimony was generally clear on direct-examination by the City, his answers on cross-examination were not. He consistently did not answer the questions, and when directed to answer, he would equivocate. This was undoubtedly due to the pressure put upon him by the disciplinary proceeding brought against him that resulted in an informal oral censor. These charges primarily related to the oral changes he had permitted that did not comply with the drawings and specifications. Whether these oral changes violated the specifications is questionable as GC-1200 at ¶ 1.5A authorizes the owner to make minor changes to the work that does not involve time or money. There is nothing in GC-1200 that requires these supplemental instructions to be in writing.

The Panel believes that the action of the City in not properly investigating and overstating the claim could justify an award of attorneys' fees if permitted by statute or law. However, the Panel does not believe that under Nevada law that it can make such an award. The Nevada statute NRS § 18.010, cited by both parties, specifically says that "compensation of an attorney or counselor for his services is governed by the agreement ... which is not restrained by law." The parties' agreement, as we pointed out earlier, provides that each party is responsible for its attorneys' fees and costs. APCO cites to paragraph 2(b), which authorizes Rule 11 sanctions to the prevailing party in cases where there is no statute authorizing attorneys' fees. There is no statute that authorizes attorneys' fees in this matter. So the question is can this Panel award attorneys' fees as a sanction under NRS § 18.010 and when the agreement specifically says each party is responsible for its attorneys' fees and costs? Although, the Panel believes that many of the City's claims were maintained without reasonable grounds, and were frivolous and vexatious, we cannot

award attorneys' fees under this statute as we cannot shift the attorneys' fees and costs from the manner specified in the parties' agreement. In reaching this conclusion, we have relied upon three Nevada cases, *First Interstate Bank of Nevada v. Green,* 101 Nev. 113, 694 P.2d 496 (1985); *Farmers Home Mutual Ins. Co. v. Fiscus,* 102 Nev. 371, 725 P.2d 234 (1986), and *Merrick v. Paul Revere Life Ins. Co.,* 500 F.3d 1007 (2007). It appears from these cases that when the agreement between the parties specifies how attorneys' fees are to be addressed, NRS § 18.010. 2(b) no longer applies in that Nevada law prohibits courts from expanding or altering legislature rules for fee-shifting.

This rule also applies to bad faith claims. Although, damages are recoverable for breach of the duty of good faith and fair dealing, legal fees cannot be shifted from the parties' agreement. As the City points out, APCO never asserted a cause of action for breach of the covenant of good faith and fair dealing until its closing briefs. APCO's statement of affirmative claims did not contain such a claim. Raising the issue in its closing briefs comes too late.

APCO's claim for its attorneys' fees and costs is denied.

AWARD

1. Asphalt Products Corporation, dba APCO Construction is awarded against City of Las Vegas on its claim the sum of $2,410,015.60.

2. The City of Las Vegas is awarded against Asphalt Products Corporation, dba APCO Construction on its Counterclaim the sum of $280,770.00.

3. The net award is in favor of Asphalt Products Corporation and shall be paid as follows:

The City of Las Vegas should pay to Asphalt Products Corporation, dba APCO Construction the sum of $1,148,827.00, retention and progress billings, which sum shall bear interest at the rate provided for in NRS § 338.515 from May 15, 2006 until paid, less a credit of $12,010.95.

The City of Las Vegas shall pay to Asphalt Products Corporation, dba APCO Construction the sum of $980,361.60, equitable adjustment claim, which sum shall be

interest at the rate set forth in NRS § 99.040 from the date of this award until paid.

4. Asphalt Products Corporation, dba APCO Construction's claim for attorneys' fees and costs is denied.

5. To the extent that either party has paid more than one-half of the fees and expense of the arbitration, the party shall be reimbursed by the other party for the excess paid.

6. Any Motion submitted by the parties and not ruled upon by the Panel shall be deemed denied.

7. The award herein includes all matters submitted to the Panel and is in full settlement of all claims and counterclaims submitted to the Panel. All claims not expressly granted herein are denied.

DATED this 9th day of OCTOBER, 2009.

By: _____
Thomas R.C. Wilson, Arbitrator

By: _____
William F. Haug, Arbitrtator

DISSENT

APCO's Claims

I. BACKGROUND

This case begins long before any actual construction. In the past, David Loge ("Loge") testified that the City had experienced problems with contractors saving delay claims until the end of projects as a way to mitigate any claims for liquidated damages. In order to curb such behavior by contractors, the contract between the City and APCO was stricter to help enforcement of such claims against the City. APCO and its expert read and signed the contract, including the claims enforcement requirements. The City never

waived these requirements, and instructed APCO to follow these provisions. Interestingly, APCO's Joe Pelan ("Pelan") sent an RFI requesting the City documents necessary for such a claim.

During the planning phase, the City initially wanted to construct the Project within one year. However, during a pre-bid conference with potential bidders, including APCO and RCI, Lou Richardson expressed concerns regarding the time line for the Project. Subsequently, but before bidding, the City extended Phase 1-A of the Project by 120 days. This extended the contract time to one-year and four months. This time was continually reflected in change orders signed by APCO as well as representations made by APCO's representative, Pelan, in letters to the City and subcontractors' sureties. It was also included in APCO's baseline schedule submitted to the City on January 5, 2004. As late as April 27, 2005, Pelan sent a letter noting that the contract time expired on May 05, 2005. Adding the additional time also relieved the City's previous fears that there would be a rash of delay claims based on the previous schedule of one year.

Also during the design phase, councilman Brown requested changes to the Project and was generally interested in the time-line for the Project. Changes were suggested in October 2003, after Stantec had met the 100% deliverable requirement, but well before the plans went out to bid. According to Clair Lewis ("Lewis"), there was sufficient time for Stantec to make the design plans and incorporate any changes by the Building Department. In fact, by November 2003, all disciplines were approved, and only issues with structural components were remaining.

APCO was awarded the contract and a Notice to Proceed was issued on December 30, 2003, with an initial start date of January 5, 2004. The Notice to Proceed stated that Phase 1B was to be completed in 365 calendar days, while Phase 1A was to be completed in 485 calendar days. Furthermore, the Notice provided changes or deviations to the plans were valid only if in writing and directed by Lewis. A delay notice was issued by APCO on January 8, 2004, and the plans and permits for the Project were picked up by Pelan on January 13, 2004.

Differences were noted between the bid set of plans and permits set of plans, and APCO knew that there would be differences between these plans, as Pelan recognized in his letter to the City on January 08, 2004: "APCO construction has not been able to copy the approved plans for our subcontractors as well as review the approved set in order to make a comparison with the bid set for the purpose of providing a final schedule for submission to the City." (Emphases added). Pelan went on, stating "[o]nce reviewed, APCO Construction will review the plans to determine the actual impact; we will then present our evaluation." No such evaluation was ever completed but APCO was paid for this review through a change order. In this same letter, Pelan admitted the physical progress of the Project was not being impacted due to the lack of plans. Eventually numbers for the amount of differences ranged between 180 to 600, although APCO's expert stated that many of the differences were not material. Tim Blond testified that there are always differences between the bid plans and permit plans.

A conformed set of plans was made by Billy Platt ("Platt"), Tim Blond ("Blond") and Cassie Ridenour ("Ridenour"). Tim Blond also testified that numerous copies were made of the conformed set of plans and issued by the City. APCO claims such a conformed set was never provided; yet a letter dated May 27, 2004 by Gary Barr ("Barr") to Pelan indicated that such a set was in fact given to APCO. However, the contractor was to build according to the permit set of plans, and any differences between the permit set and conformed set would result in an RFI or change order.

Concurrent with the resolution of plan differences was APCO's grading of the Project. Pelan testified that APCO bid the Project as no import, and assumed that the BLM dirt would be available if necessary. After the proper fill material was not attainable at the site, APCO was forced to try and find fill from other sources, even though it had assumed from the beginning to use the BLM dirt. It was not until the end of April that APCO stated it would use the BLM dirt. APCO tried to circumvent the contract requirement that it have its own dust permit, and used back channels to obtain the City's dust permit. Once the City found out, it told APCO not to use its permit. In fact, the issue of the dust permit has been

a problem from the beginning of the Contract. In an e-mail from Barr to Lewis on January 12, 2004, Barr noted that APCO's grading permit had been ready since January 08, 2004, but APCO could not get the permit because it did not have a complete dust control permit. This issue was finally resolved in July 2004. Further delays were experienced because of caliche located at the Project site which, under the contract, was APCO's responsibility.

During this time, there was also discussion to change some of the soccer fields to artificial turf. APCO again found this out with off-the-record conversations between Councilman Brown and Pelan. Eventually APCO was formally made aware that such a decision was in the works, however the City continued to advise APCO install the soccer fields according to the contract. Yet APCO, on its own and disregarding the City's directive, decided to resequence its work to accommodate any later changes to the soccer fields. Eventually, the City made a decision to change some of the soccer fields to artificial turf. APCO was told to submit a proposal that included all costs, including any delay and acceleration costs. Eventually CCD 1 was issued for $3.4 million. APCO finished installation of all the fields before the contractual time of January 5, 2005. According to arbitration testimony, APCO was already behind schedule due to its grading efforts, and the City's change to synthetic turf on some of the soccer fields actually provided relief in regards to time.

Another point of contention was the shade trellises. Lewis testified APCO was originally only responsible for the shade trellises, and not the structures. But APCO wanted to redesign the structures and took over as engineer of record. This change also resulted in the shade trellises becoming APCO's contractual responsibility.

Another concurrent delay was APCO's lack of bonding for its subcontractors. Bonding was due by January 12, 2004. On April 15, 2004, the City assessed liquidated damages against APCO for the lack of bonding. However, by April 27, the City stated APCO had fulfilled the requirement for bonding, and withdrew the liquidated damages claim. However, the City stated it reserved the right to assess such damages should any future subcontractor on the Project fail to meet this requirement.

Furthermore, APCO was not providing proper schedules, and submitted pay applications without the required as-built schedules. The City brought in its own schedule analyst Harris and Associates to determine if the synthetic turf change had caused any delays. Harris found that the synthetic turf change did not delay APCO. Furthermore, Harris did find that APCO was not providing the required schedules, which made it difficult to complete a thorough analysis. When schedules were provided, items were marked as complete that in fact were not.

Other problems in the Project included alleged delays with RFIs, deferred submittals, and change orders. APCO alleges the City was often late in responding to RFI's, however Tim Blond's analysis during arbitration showed that the City answered most RFIs in a timely manner. APCO also claimed problems with the deferred submittals. Lilian Beltran ("Beltran") provided a thorough analysis, noting deferred submittals marked by APCO that were in fact not even deferred submittals. Beltran established that in fact all deferred submittals were marked on the plans, or by code incorporated into the contract, and were handled in a timely manner. Finally, Loge testified that the number of change orders in this case were not unusual for a project this size.

Eventually APCO made a claim for delay on February 23, 2005, in the amount of $6,500,000.00. Interestingly, APCO asserts that the total damages would exceed the amount claimed, though it did not provide the City with any documentation supporting this claim.

A. <u>Equitable Adjustment Claim</u>

APCO is seeking an equitable adjustment for over six million dollars. In support of its claim, APCO has noted problems in the following areas:

1. Conflicts between the bid and permit set of plans;
2. Excessive RFIs;
3. Problems with deferred submittals;
4. Change in the soccer field turf; and
5. Changes regarding the Pro Shop.

APCO's expert, Gregory Frehner ("Frehner"), was initially hired by APCO to assist in resolving claims during construction. However, APCO then continued to use Frehner as

their scheduling expert and to develop support for its claims against the City.

During his direct testimony, Frehner provided insight into how he calculated the 244 delay days APCO was now claiming. Frehner testified that the plan changes affected the overall completion of the Project, noting 600 differences between the bid set and permit set of plans. He also stated that it was impossible to accurately detail how these deficiencies were delaying the Project, but noted the City never stated how APCO was delaying the Project. Additionally, deferred submittals had an average delay of 173 days per submittal.

Other delay events Frehner testified to included the turf change (240 days), delays from problems with Nevada Power (totaling 597 days), delays with the Tennis Court Stadium (204 days), and delays with the Pro Shop (totaling 260 days, not including inspection delays). Frehner testified that many of the delays ran concurrently, and he found it impossible to separate out the different delays. To calculate the 244 delay days APCO now claims, Frehner took the difference between October 12, 2005, when the certificate of occupancy was issued, and February 10, 2005. In choosing February 10, 2005, Frehner stated that everyone agreed that the Project could have been completed within one year. Frehner added a 40 day "cushion" for APCO "inefficiencies." He admitted this decision was arbitrary.

APCO was aware that no one above Barr had stated time considerations would be made at the end of the Project. Furthermore, Frehner was aware of the contract requirements for delay claims, but felt that providing schedules with negative float was sufficient. Submitted schedules showed change in activity start and end dates, as well as activity duration, but did not provide explanations for the change nor contain contractually obligated causation explanations, mitigation efforts, and impacts to the overall schedule. However, Frehner testified he provided supplemental letters to explain delay issues and, when read in conjunction with the submitted schedules, provided sufficient notice.

Frehner recognized that it was the contractor's responsibility to provide support through a schedule analysis for any delay claim. Frehner's analysis amounted to taking the difference between the early completion date plus 40 days and October 12, 2005. Frehner

testified that all responsibilities for delay should be assigned to the City. However, even Pelan signed numerous change orders, all indicating the Project completion date of May, 2005.

In Frehner's analysis, no work product was produced to (1) show how float was used; (2) take into account APCO's responsibility for submitting RFIs; (3) show the time it took APCO to process deferred submittals or how they affected the critical path; (4) show how change orders impacted APCO's delay days calculation; (5) indicate whether resources were diverted from critical path activities to non-critical path activities; and (6) support the argument that the "no early completion" clause was prohibited. Furthermore, the analysis did not take into account concurrent delays.

B. Early Completion Claim

In support of its early completion claim, APCO cites to this Panel's decision to deny enforcement of the no damages for delay clause. Furthermore, APCO claims that all parties involved in the Project anticipated or believed that the Project could be finished within one year. APCO indicates that the volume of work, as compared to the Contract price, indicates APCO substantially completed most work by February 2005, and the remaining work was related to change orders. Finally, APCO states is expert, Frehner, opined the Project could have been completed within 12 to 13 months. To be "conservative," Frehner added 40 days to the claimed year completion date to calculate the delay days. Frehner calculated 244 delay days attributable to the City.

The City states it did have a completion deadline of one year; however, due to concerns by contractors at the pre-bid conference, including APCO and RCI, the City added an additional 4 months to Phase 1-A. Furthermore, the City asserts APCO contractually promised to use the entire time for Project completion and not base on an early completion schedule. Early completion damages violate the public policy for public works contracts under NRS 338, et seq. Additionally, APCO's baseline schedule does not indicate that APCO intended to finish early. APCO, the City asserts, has presented no evidence to show a promise that it would be compensated for an early completion. Furthermore, change

order issues, as well as APCO's Project Manager's "status inquiry" for a surety bond, indicate Project completion between May 3-5, 2005. No delay claim based on an "early completion" date was ever submitted by APCO.

Finally, the City asserts Frehner's opinion was arbitrary and failed to support APCO's claim. Frehner failed to calculate which party used the schedule's float days, failed to support his opinions with a critical path analysis, and failed to assign fault for concurrent delays. Additionally, Frehner was a claims consultant from the beginning of the project, but was unable to comply with contractual claims requirements. Frehner's analysis lacks credibility because he assumes that all subcontractor's work from the beginning of the Project to the end, disregarding their different work scopes. I agree with the criticisms leveled against the Frehner testimony and analysis by the City.

II. EQUITABLE ADJUSTMENT CLAIM

A. Equitable Adjustment Standard in Nevada

The Nevada Supreme Court has recognized a contractor's right to an equitable adjustment when (1) the owner is at fault for the delay and (2) when the contractor has given proper contractual notice. See Eagle's Nest Ltd. P'ship v. Brunzell, 99 Nev. 710 (1983). However, delay claims based on work completed within the scope of the contract, and that were subject to approved change orders, become part of the contract. See California Commercial Enters. v. Amedeo Vegas I, Inc., 119 Nev. 143, 145 (2003). Delay-related damages properly addressed by change orders prevent a contractor from recovering such delay damages. Id. at 147-48.

In Eagle's Nest, a contractor was contracted to build condominiums using a new technique using pre-cast concrete molds. 99 Nev. at 712. A certain number were required for construction, and it was the contractual responsibility of the owner to provide them. Id. Delays in construction resulted from the owner's failure to provide the correct number of molds as well as difficulties with the molds provided. Id. The contractor provided notice to the owner of the delays, as required under the contract. Id. at 713. The contractor sought an equitable adjustment for the costs associated with the delays. Id. at 712. The district

court found the owner had failed to provide a sufficient number of molds, causing substantial delays. Id. The district court found in favor of the contractor, and the owner appealed. Id.

The Nevada Supreme Court affirmed the district court. Id. The Court noted that neither party contested there was a delay nor that it was caused by the owner. Id. at 712-13. Furthermore, the Court noted that the contractor had provided sufficient notice to the owner as required under the contract. Id. at 714. The contract required the contractor to provide notice "within a reasonable time after delay . . . ." Id. at 713. The court stated "[Contractor's] letter that he was having trouble with the molds clearly provided appellant with the warning that the contractor was experiencing overruns and additional costs, and gave [Owner] the opportunity to take appropriate remedial measures." Id. at 715. Therefore, where fault has been determined for a delay and contractually required notice has been given, an equitable adjustment claim is valid.

APCO and the Majority Opinion rely on Eagle's Nest for the proposition that strict contractual compliance is not required when there are other methods of notice available to the owner. However, the Nevada Supreme Court made clear in its decision that the contractor had first complied with the contractual notice requirement. Only thereafter did the court look to the "specific circumstances in the case." 99 Nev. at 715. This is what distinguishes Eagle's Nest from the present case - there, the contractor complied with the contract requirement whereas, here, APCO has failed to abide by the contract.

Furthermore, the Majority Opinion seems to believe that there were some equitable considerations the *Eagle's Nest* court made in reaching its decision. However, a reading of the case finds no such support. The court looked at both the contractor's notice and "specific circumstances" because the contract merely required notice "within a reasonable time after delay." Here, the contract was specific as to when notice was required and what was required. Therefore, no equitable principles apply. APCO tries to point to the numerous other ways in which the City had notice of delays or problems. However, the Contract between the City and APCO specifically provided the following:

1.4(A) CLAIMS AND DISPUTES

Contractor claims for modification of the Contract Time and Contract Amount shall meet the requirements for Timely Notice, Allowed Causation and Schedule Impact . . .

[r]egardless of whether the Owner has constructive or actual knowledge of the dispute, event or other question, a timely written notice shall be provided or the clam shall be denied.

The purpose of the written notice to place the Owner on notice of the impact and

consequences of the dispute, event or other

question on the Project. . . .

b. **Notice Format.** Contractor shall provide the written notice using the Owner's Notice of Claim form or similar document that specifically indicates to the Owner that the notice relates to a single claim and no other issues or questions. Should the Contractor provide the notice in a change order request, letter, meeting minutes or other document, or commingled with other issues, the Owner shall have no responsibility to respond to the claim in a timely manner. (Emphasis added).

Furthermore, inherent in the Nevada Supreme Court's reasoning is an opportunity for the owner to take the necessary remedial steps for any delay impacting the construction. Here, by not providing the required notice, the City was not given the opportunity, as required under the contract, to appraise the alleged delay event. The City also explained during arbitration the importance of these contract provisions. Previously, contractors would hold delay claims until the end of the contract and then present them to avoid liquidated damages, just as APCO has done in this case. Furthermore, APCO and Frehner both stated they read and understood the contract. APCO and the City are not neophytes, but professionals that understand contracts. It would be patently unfair to follow APCO's argument because the City clearly established its guidelines and requirements. The contract is clear and unambiguous as to the notice requirements, as such APCO's failure to follow it was to their detriment. Absent proof of fault by the City, APCO has no claim for an equitable adjustment.

B. **Fault for Delays**

APCO has failed to show the City was at fault for the alleged delaying events. In support of its argument, APCO states problems with plan differences, RFIs, change orders, and deferred submittals as evidence of City-caused delays. APCO was given notice to proceed on January 5, 2004, and received the Project plans and permits on January 13, 2004. APCO provided a notice of delay on January 8, 2004. Interestingly on May 5, 2004, Pelan sent a letter to Barr, and no other City personnel, stating APCO was being delayed. Pelan stated APCO would track individual delays and would give the City proper notice. Yet APCO never did this and on February 23, 2005, sent its official Notice of Delay Claim. In this alleged notice, APCO asserts what it believes are delays, but does not follow the proper contractual proof that the delays were caused by the City or the exact impact of the delays to APCO. Additionally, APCO states the alleged delay events were ongoing, and their full impact unknown. Neither the May 5 letter nor the February 23 letter meets the contractual notice requirements set forth in the Contract. Furthermore, APCO admits that neither it nor Frehner were able to provide any critical path analysis or mitigation due to concurrent delays.

The City admits that its own critical path analysis indicates APCO had "cause for claiming 76 calendar days of non-compensable time extensions for Phase 1-A, and 61 calendar days of non-compensable time extensions for Phase 1-B." However, the City argues it is APCO's burden to prove that the City caused delays and effected the critical path. Furthermore, Pelan's testimony demonstrates APCO knew it was to build from the permit set of plans, and discussion regarding a consensus set is irrelevant. Regarding RFIs, the City states its evidence showed that the City responded to all RFIs in a timely manner, contrary to Platt's testimony.

APCO's further reliance on deferred submittals was also rebutted by City testimony. Instead, it was APCO who caused delays regarding the deferred submittal process by failing to respond timely, failing to submit deferred submittals as contractually required, and submitting claims for items that were not deferred submittals. Frehner was unable to

show that any deferred submittal affected critical path activities, while Beltran was able to show that the City did not delay in processing deferred submittals.

It is a well established rule that a contractor seeking an equitable adjustment must prove "the fundamental facts of liability, causation, and resultant injury." CEMS, Inc. v. U.S., 59 Fed.Cl. 168, 228 (2003) (citing Miller Elevator Co., Inc. v. U.S., 30 Fed. Cl. 662, 702 (1994)); see also G.M. Shupe, Inc. v. U.S., 5 Cl.Ct. 662, 737 (1984); cf. Clark County School Dist. v. Richardson Constr., Inc., 123 Nev. 39, 168 P.3d 87, 96 (2007) (stating an essential element in breach of contract cases is causation). Plaintiff must show that defendant was the "sole proximate cause" of the delay, and that no concurrent cause would have equally delayed the contract regardless of the City's action or inaction. Mega Constr. Co., Inc. v. U.S., 29 Fed.Cl. 396, 424 (1993). In this case, the critical path method was specified as the proper method to calculate delay damages.

In Haney v. U.S., 676 F.2d 584,595 (Cl. Ct. 1982), the court described the Critical Path Method (CPM) as follows:

Essentially, the critical path method is an efficient way of organizing and scheduling a complex project which consists of numerous interrelated separate small projects. Each subproject is identified and classified as to the duration and precedence of the work . . . The date is then analyzed, usually by a computer, to determine the most efficient schedule for the entire project. Many subprojects may be performed at any time within a given period without any effect on the completion fo the entire project. However, some items for work are given no leeway and must be performed on schedule, otherwise, the entire project will be delayed. These latter items of work are on the "critical path." A delay, or acceleration, of work along the critical path will affect the entire project.

"The reason that the determination of the critical path is crucial to the calculation of delay damages is that only work on the critical path had an impact upon the time in which the project was completed." Fortec Constructors v. U.S., 8 Cl.Ct. 490, 505 (1985) (citing G.M. Shupe, Inc. v. U.S., 5 Cl.Ct. 662, 728 (1984)). The critical path is not static, however, and delays can change non-critical path activities into critical path activities. Id. Using the

CPM method requires continual updating to reflect delays as they occur. Id.

Where there are multiple delays, it is essential to determine "the concurrency . . . to analyze the impact of each cause of delay upon the critical path . . . . With proper use of modern CPM scheduling and time impacts analysis which is properly and regularly updated, it is possible to determine criticality of work activities and time impacts to this level of detail." Bruner, Philip L., O'Connor, Patrick J., 5 Bruner & O'Conner Construction Law § 15:68, Risks of Construction Time: Delay, Suspension, Acceleration and Disruption (2008).

It is the contractor's responsibility to show that the government is solely responsible for the delay, and that no other concurrent delay could have contributed. Mega Construction, 29 Fed.Cl. at 424. "[T]he general rule is that '[w]here both parties contribute to the delay, neither can recover damage[s], unless there is in the proof a clear apportionment of the delay and expense attributable to each.'" Id. (citations omitted) (change in original and added). Failure to apportion concurrent delays is sufficient to deny a claim. Id. (citation omitted).

Use of other methods for computing damages is proper only when the contractor has proved the owner is at fault for the delays. See CEMS, Inc. v. U.S., Fed.Cl. 168, 228 (2003) (stating the "jury verdict" method is a last resort when the plaintiff has proved "(1) that clear proof of injury exists; (2) that there is no more reliable method for calculating damages; and (3) that the evidence is sufficient for a court to make a fair and reasonable approximation of the damages.") (citing Raytheon Co. v. White, 305 F.3d 1354, 1367 (Fed. Cir. 2002)). Although mathematical precision is not required in calculating damages, see G.M. Shupe, 5 Cl.Ct. at 737, it must first be established that the contractor was in fact damaged by the owner's delay.

1. Construction Plans

In support of its equitable adjustment claim, APCO points to differences between the bid set of plans and permit set used to build from. Frehner testified that he identified over 600 plan differences, resulting in a delay to APCO. In support of its claim, APCO cites U.S.

v. Spearin, 248 U.S. 132, 39 S.Ct. 59 (1918) and its progeny, as well as Home Furniture v. Brunzell Const. Co., 84 Nev. 309 (1968).

It is true that in Nevada, bid documents are construed against the drafter. American Fire & Safety, Inc. v. City of North Las Vegas, 109 Nev. 357, 360 (1993). Furthermore, a contractor that follows plans and specifications, and does not deviate from them, will not be liable, absent negligence, for damage or loss resulting solely from defects in plans and specifications. Home Furniture, 84 Nev. at 313. However, where a contractor fails to prove that plan defects directly caused delays, no breach of an implied warranty for construction plans exists. See Wunderlich Contracting Co. v. U.S., 173 Ct.Cl. 180, 351 F.2d 956, 964-65 (1965); see also Hardwick Brothers Co. II v. U.S., 36 Fed.Cl. 347, 413 (1996) (stating plaintiff had failed to prove it was misled by defects and omissions in specifications).

APCO's claim fails for three reasons. First, APCO's reliance on differences between the two plans never demonstrates concretely how such plan differences resulted in delays. Frehner even admitted that not all plan differences were material. For material differences, APCO is not only required to show that such differences were on the critical path, but is also required to meet the necessary elements of fault, causation and injury. However, APCO fails to do so, relying merely on the amount of plan differences as somehow an indication that it was delayed by the City. If all plans were required to be perfect before construction began, nothing would get built.

Second, APCO relies on the fact that the City failed to get proper approval from the City Building Department, in violation of Nevada Administrative Code ("N.A.C.) § 341.065 as well as a lack of clouding on the drawings. However, APCO fails to show that violation of the administrative code resulted in over six million dollars of damages. Furthermore, APCO also makes a claim that the lack of clouding also affected the Project's timely completion. APCO was issued change order No. 7 to compensate it for reviewing the plan differences. Once a change order is issued, it becomes part of the contract and the responsibility of the contractor. See California Commercial Enters. v. Amedeo Vegas I, Inc., 119 Nev. 143, 147-48 (2003); see also J.D. Hedin Constr. Co. v. U.S., 347 F.2d 235, 248 (Cl.Ct.

1965), overruled on other grounds by statute, ("A change order or proceed order which would assure plaintiff compensation is necessary before defendant can impose this obligation . . . .).

Finally, APCO's case law argument is distinguishable. Spearin holds that "if a contractor is bound to build according to plans and specifications prepared by the owner, the contractor will not be responsible for the consequences of defects in the plans and specifications." 248 U.S. 132, 136, 39 S.Ct. 59, 61 (1918). Spearin has not been recognized by the Nevada Supreme Court and is not applicable in this instance because APCO has not shown that the plans were defective; in many cases, APCO or its subcontractors were responsible for designing the finished product. Both Spearin and Brunzell absolve a contractor from liability when a defective product has been built due to faulty owner-made plans; neither case stands for the proposition that errors in owner-plans are sufficient to excuse contractor delays. The City provided an onsite representative to handle plan differences which could not await a change order or RFI. The City issued numerous change orders to compensate APCO for differences which changes its work scope. However, at no time during the Project did APCO submit a notice of delay claim based on a plan error. Therefore, APCO has failed to support its argument by the necessary evidentiary standard.

2. RFIs and Deferred Submittals

In furtherance of its claim, APCO argues both the RFI process and Deferred Submittal requirements resulted in delays. APCO's expert calculated an average deferred submittal delay to be 173 days. However, as required, APCO failed to demonstrate that a delay with an RFI or a deferred submittal resulted in a delay to the Project. Furthermore, the City presented ample evidence that the City in fact answered RFI's in the contractually required time and that APCO was at fault for the delays regarding both RFIs and deferred submittals. Therefore, APCO's reliance on such processes for its delay claim is without merit.

////

////

3. Change Orders

The contract between APCO and the City was clear and unambiguous - any delay requests submitted through a change order did not require the City to respond in a timely manner. Therefore, when APCO was told that no issues regarding time would be handled through change orders, it was on notice that the only way it would receive compensation for delays was for it to follow the notice of delay requirement under the contract. Pelan even received an RFI response in regards to the City's claim form.

However, APCO further states that oral statements and past City practice on other Projects indicated that time issues would be handled at Project completion. This, in effect, amounts to a change in the contract requirements. As noted above, the contract could only be changed with a written notice by Lewis. Therefore, APCO could not justifiably rely on any oral statements of City employees to abrogate its contractually required duty to follow the notice of delay claim provisions. Past practice is also insufficient, and no law is cited by APCO in support of this position. Therefore, APCO's argument is without merit.

The Majority Opinion does not sufficiently consider who has the burden of proof in this case. Relying solely on Brunzell, the Majority Opinion finds it acceptable that an experienced contractor, after reading, signing, and having an expert read and sign a construction contract, could blatantly and repeatedly disregard its contractual requirements and be awarded for such behavior. The case law cited above provides a clear understanding of what burden of proof is required for a contractor making an equitable adjustment claim. APCO has completely failed on this point. For all the above reasons, I find that APCO's equitable adjustment claim is without merit.

C. Material Breach and Waiver

APCO's expert failed to provide any meaningful calculation of delay damages attributable to the City. Even the number of delay days calculated does not follow the standards noted above. An arbitrary date was set to begin counting delay days and an arbitrary ending date was chosen, and fault for the difference was wholly assigned to the City without analysis as to how each delay affected the critical path or by whom.

Furthermore, APCO's expert failed to account for concurrent delays and attribute fault and costs. Therefore, I cannot reasonably accept APCO's alleged delay days calculation.

APCO argues the City materially breached the contract for putting the contract out to bid before plans were finalized. APCO further asserts the City waived the notice of delay requirements by: (1) putting out the bid documents prematurely; (2) relying on oral statements of City employees; and (3) the City's unwillingness to grant time extensions in change orders.

The Majority Opinion states, without any citation to supporting legal authority, that the City was in first material breach of the contract by issuing the bid plans and is estopped from using APCO's failure to follow the notice claims requirement. Yet the testimony during the arbitration proved the City did not release the bid documents prematurely. Even if the plans were premature, APCO's evidence failed to show that the plan differences were any greater than what an average City project experiences and thus amounted to a material breach.

The definition of material breach is flexible, requiring a "determination depend[ing] on the nature and effect of the violation in light of how the particular contract was viewed, bargained for, entered into, and performed by the parties." Stone Forest Indus., Inc. v. U.S., 973 F.2d 1548, 1551-52 (1993), cited with approval by, J.A. Jones Constr. Co. v. Lehrer McGovern Bovis, Inc., 120 Nev. 277, 294 n.37 (2004). A party may waive a material breach through its own actions. See Williston on Contracts, §63:3: Degree of Breach; "Material breach" or "total breach." "Continued acceptance of benefits under the contract is the most common and clearest case of election by conduct." Cities Serv. Helex, Inc. v. U.S., 211 Ct.Cl 222, 543 F.2d 1306, 1314 (1976) (citations omitted).

After receiving the plans, a change order was issued for APCO to note the differences between the bid set and permit set of plans, and compensation was given. This was early on in the construction project and APCO always had the benefit of using its scheduling consultant, Frehner. APCO never stated that the differences were so great, that it was prevented from continuing with construction. Construction continued, without any

delay claim, as well as further change orders to compensate APCO to compensate for plan differences. Furthermore, the City presented evidence during arbitration that in fact the plans were not put out prematurely. Lewis testified by November 2003, all disciplines had been approved and the only issues being reviewed by the Building Department were regarding structural components. Therefore, the City was not in material breach of the contract.

APCO claims the City waived the notice of claims provision based on an alleged understanding that time issues would be handled at the end of the contract. The Nevada Supreme Court defines waiver as "'the voluntary and intentional relinquishment of a known right'" that may either be express or implied. "[W]aiver can be implied from conduct such as making payments for or accepting performance which does not meet contract requirements; waiver can also be expressed verbally or in writing . . . Express waiver, when supported by reliance thereon, excuses nonperformance of the waived condition." Udevco, Inc. v. Wagner, 100 Nev. 185, 189 (1984) (citations omitted); see also Gramanz v. T-Shirts and Souvenirs, Inc., 111 Nev. 478, 483 (1995) ("the party asserting waiver [] prove[s] that there has been an intentional relinquishment of a known right.").

In this case, the only person who could waive the contractual notice requirements was Lewis. Such a change to the contract was required to be in writing. By putting such requirements in writing, the City has removed any reliance by APCO on verbal statements by any other City employee which amounts to a change in the contract. APCO was aware of these contract requirements. Furthermore, arbitration testimony by the City indicated that APCO was told numerous times to follow the contract requirements for delay claims. Thus, any reliance that did not meet with the contract requirements was unjustified. Therefore, APCO's waiver argument fails as a matter of law.

III. EARLY COMPLETION DAMAGES

A. Panel's Prior Decision

The Contract between the City and APCO contains the following:

Within 10 days following notification of Award, Submit to the Owner a preliminary

Guaranteed Progress Schedule which illustrates how Contractor intends to complete the Work *within the contract time.* The Contractor's schedule shall be based on the Contract Time and *shall not be based on an early completion schedule.* No additional compensation will be allowed to the Contractor for delays to an early completion schedule.

On July 3, 2008, this Panel ruled that the "no damage for delay" clause in the prime contract between APCO and the City violated NRS 108.2453(2)(e) and was therefore unenforceable under Nevada public policy. However, APCO's reliance on this decision as the Panel's green light to begin early completion calculation damages is without merit.

The Majority's decision was erroneous and found no support under Nevada law. The Nevada Supreme Court has expressly upheld such clauses as valid and enforceable. J.A. Jones Constr. Co. v. Lehrer McGovern Bovis, Inc., 120 Nev. 277, 285 (2004). The Majority's opinion was based on the mechanic's lien statute, which I believed had no application. As I noted in that decision, as well as a later decision, Nevada does not recognize a *per se* bar against mechanic lien waivers, and consequently, no *per se* bar can be implied against the no damage for delay clause. See Bovis, Inc. v. Bullock Insulation, Inc., 197 P.3d 1032, 1041 (Nev. 2008) (holding mechanic-lien waiver clauses are subject to a public policy analysis), *overruling in part,* Dayside, Inc. v. First Judicial Dist. Ct., 119 Nev. 404 (2003)(holding mechanic-lien waiver clause valid and enforceable). Therefore, no justification existed to support APCO's argument that the prime contract's "no damage for delay" clause was unenforceable.

It should be noted that the contract does not prevent any damages - it only prevents APCO from starting such damage calculation from a point in time which was not in the contemplation of the parties at the time of contracting. Furthermore, as the Majority's decision noted, the pleadings did not help resolve the factual issue of early delay damages. As noted below, there is no factual basis to APCO's claim, nor any legal basis. Therefore, I believe APCO's early completion claim lacks merit.

For a delay claim to be valid, the Contract required APCO to give the Owner's Designated Representative written notice thereof within seven calendar days after the

Contractor encounters the event. (Ex. 3, handwritten pg. 45, GC.39(G)). Any claim for modification of contract time or Contract Amount had to meet the requirements of Timely Notice, Allowed Causation and Schedule Impact. (Id. at handwritten pp. 65, 66, and 69.) Additionally, the Contract provided that regardless of any constructive or actual notice, failure to provide the written notice was sufficient to deny a claim. (Id. at handwritten 64, 1.4). This failure also constituted "prima facie evidence that either the delay did not occur or it did not impact the Project completion date." (Id. at handwritten pp. 70-71.) By its own admission, APCO failed to abide by the contract requirements.

Finally, APCO's expert testified to the fact that contractors often put float in the schedule so that, when they fail to finish early, a delay claim can be made. However, when APCO tried to submit such a schedule, the City denied it and APCO submitted a new schedule showing the completion date of May, 2005. Furthermore, I find APCO's argument highly disingenuous considering the fact that, before contract bid, APCO claimed the Project could not be finished within one year. This necessitated the City to add four months to Phase 1-A.

In a logical leap, the Majority Opinion finds an exception to J.A. Jones premised on active and intentional interference by the City. Exceptions to the enforcement of a "no damage for delay" clause will be construed as a violation of the implied covenant of good faith and fair dealing, including:

1. Delays so unreasonable in length as to amount to project abandonment;
2. Delays caused by the other party's fraud, misrepresentation, concealment or other bad faith; and
3. Delays caused by the other party's active interference.

See 120 Nev. at 288. The Majority alleges the City intentionally interfered with APCO's ability to timely perform by issuing plans it knew were defective and would result in untimely project completion. Majority Opinion at 5. The Majority further argues "the City actively and intentionally interfered with the contractor's performance and therefore breached the covenant of good faith and fair dealing and thus acted in bad faith towards APCO." Id. at 8. Therefore, under J.A. Jones, this intentional interference acts as an

exception to enforcement of the no damage for delay clause.

The Majority's argument makes two assumptions. First, that because the plans were not completely reviewed by the Building Department, such plans were knowingly defective. Second, that by giving such plans to APCO, the City's action amounted to an active interference. However, the Majority is in error regarding what is "active interference."

The Nevada Supreme Court states in J.A. Jones that *delays caused by the other party's active interference* amounts to violation of the covenant of good faith and fair dealing. However, APCO did no analysis to show that the delays it encountered were the fault of the City, APCO or its subcontractors. APCO merely assigns all blame to the City without any analysis by its experts. Therefore, the Majority relies on a faulty assumption which undermines its argument in favor of an exception to the no damage for delay clause. In order for APCO to prevail under this view, it would have to actually prove that such delays were caused by the City. However, APCO failed to do so, and therefore no exception is warranted.

The Supreme Court did not define "active interference" in the J.A. Jones decision. Yet the court relied on a decision by the South Carolina Supreme Court in adopting the exception. See J.A. Jones, 120 Nev. at 286 n. 4 (citing Williams Electric Co. Inc. v. Metric Constructors, Inc., 480 S.E.2d 447 (S.C. 1997). In that case, the South Carolina Supreme Court noted that the United States District Court for the Southern District of Iowa defined "active interference" as:

> commit[ing] some affirmative, wilful act, in bad faith, to unreasonably interfere with plaintiff's compliance with the terms of the construction contract . . . [U]se of the term "active" to modify "interference" . . . clearly implies more than a simple mistake, error in judgment, lack of total effort, or lack of complete diligence . . . .

480 S.E.2d at 449 n.3 (citing Peter Kiewit Sons' Co. v. Iowa Southern Utilities Co., 355 F.Supp. 376, 399 (S.D. Iowa 1973)). The South Carolina Supreme Court partially adopted this definition, see id., stating that because the court had already adopted a bad faith

exception, no showing of bad faith was required under the "active interference" exception. Id. Similarly, Nevada has adopted both the bad faith and active interference exceptions. See J.A. Jones, 120 Nev. at 288. Therefore in all probability, the Nevada courts would follow suit and not require a showing of bad faith, but otherwise would require some affirmative or willful act.

Furthermore, "active interference" requires something out of the normal experience of delays contractors experience during construction. Interference must be "reprehensible conduct" that is "in collision with or runs at cross purposes to the work of the contractor." See Mauric T. Brunner, Annotation, *Validity and Construction of "No Damage" Clause with Respect to Delay in Building or Construct Contract*, 74 A.L.R.3d 187, § 7[e] (1976) (§ 2[a] was cited favorably in J.A. Jones, 120 Nev. at 285 n.3). Furthermore, "active interference" does not obviate a no damage clause when the "alleged interference involved nothing more than the ordinary and usual types of delay with which most contractors are frequently involved, or delays which clearly were in the contemplation of the parties." Id.

The flaw in both APCO and the Majority's argument is that no evidence has been produced that the changes between the bid drawings and the permit drawings were of such a nature that the City could be considered actively interfering. The Majority and APCO continually rely on the number of differences and the fact that the plans were not 100% reviewed by the Building Department. However, if the City was always required to have perfect plans, contractors would always have claims against the City. Yet the Contract clearly provided ways in which to deal with differences in plans, changes to the plans, and proper compensation for APCO and its subcontractors. APCO has not shown that any of the delays alleged to be caused by the City were different from delays at other projects. Indeed, APCO could not even agree to the number of differences in the plans, which ranged from 180 to 600. Even at the 600 mark, however, APCO's own expert agreed that many of the differences were not material.

The Majority's argument relies on a showing that the plans were knowingly faulty. However, simply because plans have differences do not make them faulty. Furthermore,

no showing was made that the plans were defective. Therefore, the Majority's reliance on an exception to enforcement of the "no damage for delay" clause is without merit.

The Majority Opinion argues that Frehner "calculated" February 10, 2005 as the early completion date. But even Frehner noted this date was arbitrary. Amazingly, the Majority Opinion faults the City's expert for not correctly identifying float on critical and non-critical path activities. This is ironic considering Frehner's analysis lacked the necessary detail to support any claim. In fact, the Majority Opinion in this regard is glaringly absent of any real analysis of Frehner's testimony, and decides to entirely fault the City without sufficient analysis.

In further finding that APCO intended to finish early, the Majority Opinion again disregards any burden of proof standards and the evidence presented at arbitration. Whether it was at the pre-bid conference, the Notice to Proceed, change orders, or representations made by Pelan, it was obvious that the contract finish date was May 5, 2005. The Majority Opinion relies on the base line schedule as evidence of an early completion date. However, the City rejected any schedules that showed a completion date before May 2005.

B. Early Completion Damage Requirements

APCO cites Weaver-Baily Contractors, Inc. v. U.S., 19 Cl. Ct. 474 (1990) for the proposition that a contractor is entitled to early completion damages even though the contract requires the use of all contract time. In opposition, the City contends that APCO, in order to have support for an early completion damage claim, must prove: (1) it intended to finish early; (2) it was capable of finishing early; and (3) it would have finished early but for the government's actions. Interstate Gen. Gov't Contractors v. West, 12 F.3d 1053, 1059 (Fed.Cir. 1993). For reasons below, I agree with the City that APCO failed to prove a case for early completion damages.

Here, APCO has not proved that it intended to finish early. Even APCO's suggestion that it could seems highly incredulous considering it, along with RCI, balked during the pre-bid conference at the one year deadline imposed on the Project. Because of

the bidder protestations, the City added an additional 4 months to Phase 1-A. Even without such evidence, APCO still failed to show it intended to finish early. If it had planned to do so, then a delay damage claim should have been made, as required under the contract. However, APCO failed to do so. Self-serving beliefs after-the-fact are not sufficient to support a claim. West, 12 F.3d at 1060. Therefore, APCO has failed to show that it intended to finish early.

APCO has also failed to offer any evidence that it was capable of finishing early. APCO signed numerous change orders, all with the completion date of May 4, 2005. Furthermore, as a late as August 2004, Pelan signed a "Status Inquiry" form for CGB's bond surety. On that form, which Pelan represented as true, a completion date of May 5, 2005 was assigned to the Project. Because change orders become part of the contract, and the Project date was extended to 485 days for completion of Phase 1-B, the proper completion date for the Project is May 4, 2005. APCO tried to submit early completion schedules with a finish date other than the contract completion date, but as APCO's expert testified, the City rejected any such early completion schedules.

Finally, APCO failed to show but-for the City, it would have finished on time. Frehner testified that his early completion damage calculation was based on (1) everyone's belief that the contract could be completed in a year and (2) arbitrarily adding 40 days for contractor inefficiencies. Frehner points to "everyone's belief" as a fact to support his calculation of early completion damages; however, the contract and change orders say otherwise. Furthermore, unless it was a written statement by Lewis, Frehner, and thus APCO, had no basis to rely on a one-year completion schedule. Furthermore, Frehner even stated his decision to start from February 10 was arbitrary. This testimony alone is sufficient to deny APCO's claim because it fails to be grounded in fact and logic. Testimony such as Frehner's, based on conjecture and speculation rather than facts, cannot support APCO's claim. APCO cannot rely on Weaver-Baily because it did not meet the causation requirement. See 19 Cl.Ct. at 479 ("[T]he focus should be on whether [contractor] would have completed the project early, but for the government-caused delay.") For these

reasons, I would deny APCO's early completion damage claim.

IV. APCO'S DAMAGES

A. Turf Trenching Claim

APCO seeks to receive $81,000 for additional trenching on the mainline. However, in the City's RFP, it stated that APCO should include all additional costs associated with the turf change. The City later approved a change order for over three million dollars. Therefore, this claim was settled at that time. Therefore, I find that turf trenching claim is unwarranted.

B. Price Escalation

In his testimony, Pelan admitted two things. First, that the bid price from Tiberti was only good for 30 days from bid, which meant the bid price expired on January 5, 2004. Second, Pelan realized that the City was not responsible for any price escalation claims, but felt it had to be passed on to the Owner. However, the contract clearly eliminated any price escalation claims and APCO's bid included any potential material price escalation. Furthermore, APCO was unable to show that any of the price escalation now claimed was due to any City delay.

The Majority cites to a letter APCO sent the City on March 03, 2004 regarding escalation of material prices. However, this letter clearly admits that APCO recognizes price increases are not the fault of the City's. APCO had failed to show the necessary causation and fault to support a claim for price escalation. Therefore the claim is without merit.

C. Delay Damages and Direct Field Overhead

Based on my previous analysis, I find that this claim lacks merit, as APCO failed to show by a preponderance of the evidence that it was entitled to any delay damages. Therefore, any direct field overhead is moot.

D. Mark-Up for Subcontractors

Because I find that APCO is not entitled to pass through the claims of its subcontractors, no mark-up is warranted. Furthermore, such markups are barred under the

contract when markup is sought for delay damages. Therefore, no such award has merit.

E. Pay Applications

The City acknowledges APCO is owed $55, 086.00 for Pay Application 18 and $84,625.00 for Pay Application 19. However, this amount is subject to the City's counter-claims against APCO.

F. Retention

The City has retained $1,009,556.00 as its right under the contract. The City states such retention is subject to the set-offs by the City's counter-claims against APCO.

G. APCO's Claim for Attorney's Fees

The Arbitration Agreement clearly prevents this Panel from awarding attorney's fees. It was clear that each party was to bear the costs of litigation. Therefore, I join with the Majority in denying this claim.

IV. SUBCONTRACTOR PASS-THROUGH CLAIMS

APCO states that it can pass-through the claims of its subcontractors based on an exception to the Severin Doctrine. The exception is based on the premise that a prime contractor who remains conditionally liable to its subcontractor can assert the claims of the subcontractors against the owner. APCO argues this doctrine, and its exception, have been recognized in Nevada. APCO asserts the Claims Prosecution Agreement is the controlling document to determine its liability to the subcontractors, and as such, it shows APCO is liable to its subcontractors. Even assuming the subcontract language is controlling, APCO argues it shows APCO is still liable to the subcontractors. Finally, APCO argues the City's interpretation of the subcontract violates Nevada public policy, by requiring APCO and subcontractors to waive claims for delay damages they are rightfully entitled.

However, the City has argued the *Severin* doctrine has not been recognized by the Nevada Supreme Court and, even if the Panel were to apply the *Severin* doctrine, it would bar APCO from asserting the claims of its subcontractors. The City argues that the subcontract between the prime contractor and subcontractor is the controlling document. APCO, the City asserts, has failed to show that it is liable to the subcontractors, and

therefore has no right to pass-through the claims of the subcontractors. Regardless of the subcontract provisions, the City also asserts that APCO indemnified the City against any subcontractor claims in the prime contract.

A. The City's Interpretation of the Subcontract and Claim Agreement is not Contrary to Nevada Public Policy.

In a prior ruling by this Panel, from which I dissented, the Majority denied the City's motion regarding Early Completion damages. The Majority acknowledged the prime contract contained a "no damage for delay clause" and supported APCO's argument that it was against public policy pursuant to NRS 108, *et seq.*, the mechanic's lien statute. The Majority denied the City's motion on this basis. In my dissent, I stated that the contract terms were not ambiguous, thus public policy considerations were not appropriate. Additionally, I stated that the statute did not help in construing damage calculations for early completion damages in a contract with a public entity. Finally, I believed there was no credible evidence to support APCO's application of the statute to their claim. I reaffirm that decision today and find APCO's argument lacks merit.

The Majority failed to adhere to established case law in Nevada. "No damages for delay" clauses are indeed valid and enforceable in Nevada. See J.A. Jones. Construction Co. v. Lehrer McGovern Bovis, Inc., 120 Nev. 277, 285 (2004) ("Preliminarily, we not that the contract's 'no damages for delay' provision is valid and enforceable."); cf. Lowe Enterprises Residential Partners, L.P. v. Eighth Judicial Dist., 118 Nev. 92, 100 (2002) ("Contractual jury trial waivers are enforceable when they are entered into knowingly, voluntarily and intentionally."). Furthermore, the Nevada Supreme does not recognize a *per se* rule barring waiver of mechanic's liens. See Bovis, Inc. v. Bullock Insulation, Inc., 197 P.3d 1032, 1041 (Nev. 2008), *overruling in part,* Dayside, Inc. v. First Judicial Dist. Ct., 119 Nev. 404 (2003)). The court held lien waiver clauses were not barred, but subject to a public policy analysis:

> [W]e emphasize that not every lien waiver provision violates public policy. The enforceability of each lien waiver clause must be resolved on a case-by-case basis by considering whether the form of

> the lien waiver clause violates Nevada's public policy to secure payment for contractors.

Bovis, 197 P.3d at 1041. Although the Nevada Legislature proscribed the ability to use contractual lien-waiver clauses, see Dayside, 119 Nev. at 408 n.12, there was not a complete prohibition of them. Additionally, if we look at the decision of the Nevada legislature to exempt incorporated cities from the definition of "owner" under the lien statute, see NRS 108.22148(2)(d) (2005), we can conclude not all lien-waiver clauses are against the public policy of the State.

However, the majority limited its decision to the statute enforced at the time of the contract signing. As we see from the Nevada Supreme Court's decisions in Dayside and Bovis, there has never been a *per se* bar against contractual lien-waivers. Furthermore, APCO's citation to NRS 108, *et seq.* as a bar to interpreting the subcontract and claims agreement as a waiver for delay damages is also unsupported. "No damage for delay" clauses are valid in Nevada. APCO merely cites the statute, but provides no public policy argument in support of its position. Finally, APCO's position is contrary to long held rules regarding contract construction. See Reno Club v. Young Inv. Co., 64 Nev. 312, 325 (1947) (stating the court's job is to "uphold [the contract] and give it effect; and no strained or artificial rule of construction is to be applied to any part of it. If there is no ambiguity and the meaning of the parties can be clearly ascertained, effect is to be given to the instrument used."). Therefore, I believe APCO's argument is without merit and contrary to Nevada law.

B. Application of the Severin Doctrine

The application of the *Severin* doctrine to the present case has several questions which must be answered. First, is the *Severin* doctrine controlling in Nevada. Second, what is the controlling document to determine liability under the doctrine. Finally, does the subcontractor have a claim which can be passed through to the City under an exception to the Severin doctrine. For the reasons stated below, I believe APCO has no basis to support pass-through claims of its subcontractors.

1. The Severin Doctrine in Nevada

APCO has argued that the *Severin* doctrine is applicable in Nevada, citing Briscoe Co. Inc. v. County of Clark, 772 F.Supp. 513 (D.Nev. 1991). The City argues that *Severin* has not been recognized in the state, and it not controlling law. I agree with the City.

APCO points to the Briscoe decision as controlling. However, the court clearly stated in its decision that Nevada has not yet adopted *Severin*. "Nevada courts have yet to address the applicability of the *Severin* doctrine to breach of contract claims against Nevada counties." Briscoe, 772 F.Supp. at 517 n.7. APCO provides no further Nevada case law to support its position. A review of the case law still finds the State has not adopted the doctrine.

In its argument opposing the application of *Severin*, the City incorrectly cited Interstate Contracting Corp. v. City of Dallas, 2003 WL 21693466 as support from the Texas Supreme Court against the doctrine. However, the Texas Supreme Court actually adopted *Severin* in a certified question from the Fifth Circuit. Interstate Contracting Corp. v. City of Dallas, 135 S.W.3d 605, 619 (Tex. 2004). Furthermore, in its decision, the Texas Supreme Court noted all the states which have adopted the *Severin* doctrine. Id. at 614 n.5. However, not all the decisions are those of state supreme courts. The Court lists Nevada as one state which has adopted the doctrine, but cited to the Federal Court decision in Briscoe, but no Nevada state court decision. Id.

Additionally, in their certification to the Texas Supreme Court, the Fifth Circuit noted the application of the *Severin* doctrine varies:

> [T]he specific contours and requirements for pass-through claims vary from jurisdiction to jurisdiction. For example, some states permit pass-through claims only when there is a liquidating agreement in place that meets certain requirements, while others [sic] states permit pass-through claims when the prime contractor pleads the suit on behalf of the subcontractor and has an obligation to render the recover to the subcontractor. The burden of proof also varies among jurisdictions.

Interstate Contracting Corp. v. City of Dallas, 320 F.3d 539, 544 (5th Cir. 2003).

As noted by the Texas Supreme Court, Connecticut does not allow pass-through

claims based on various theories, including Sovereign Immunity. Interstate Contracting Corp., 135 S.W.3d at 614 n. 6 (citing FDIC v. Peabody, N.E., Inc., 239 Conn. 93, 680 A.2d 1321 (1996) (sovereign immunity); Wexler Constr. Co. v. Housing Auth. of Norwich, 149 Conn. 602, 183 A.2d 262 (1962) (rejecting pass-through claim because subcontractor could recover under implied contract theory); Walter Kidde Constructors, Inc. v. State, 37 Conn.Supp. 50, 434 A.2d 962 (1981) (liquidating agreement not sufficient to hold owner liable to subcontractor)).

Furthermore, implicit in the Texas Supreme Court's citation of the 19 states which have published opinions regarding pass-through claims is the admission that 31 states either have no published opinion or do not accept pass-through claims. A close reading of Brisco reveals that the district court assumed *Severin* applied, and proceeded to render a decision based on Federal case law, not Nevada case law. See 772 F.Supp. at 517. However, the Contract between the City and APCO clearly states that Nevada law is applicable. APCO now asks this Panel to adopt a doctrine that is not recognized by a majority of state courts, and clearly has not been recognized in Nevada. I disagree, and believe any decision should be based on established rules regarding contract construction and interpretation.

2. Controlling Document for Liability

However, even if we assume, as the *Briscoe* court did, that *Severin* is applicable, the question becomes which document is controlling. APCO asserts that the claims agreement between it and its subcontractors controls liability, while the City argues that the subcontract is controlling; both, however, are incorrect. Courts have looked at all documents - prime contract, subcontract, and liquidating agreements - to determine if sufficient liability exists for a prime contractor to pass-through the claims of a subcontractor to the owner. See Umpqua River Navigation Co. v. Crescent City Harbor Dist., 618 F.2d 588, 593-94 (9th Cir. 1980) (looking at the subcontract and general contract); J.L. Simmons Co. v. U.S., 304 F.2d 886, 889-90 (Cl. Ct. 1962) (looking at subcontract and release); Donovan Construction Co. v. U.S., 138 Ct.Cl. 97, 149 F.Supp. 898, 900-01 (1957) (looking at prime

contract, contract specifications, and subcontract); see also Briscoe, 772 F.Supp. at 517 ("Therefore, 'a prime contractor is precluded from maintaining a suit on behalf of its subcontractor only when a contract clause or release completely exonerates the prime contractor . . . .'" (citing Folk Constr. Co. v. United States, 2 Cl.Ct. 681, 685 (1983) (emphasis added)).

a. The Prime Contract Indemnifies the City from subcontractor claims

The prime contract contains the following indemnification clause:

> The Contractor shall protect, indemnify, and hold harmless the Owner, its officer, employees, agents, and consultants (collectively herein the "Owner") harmless from any and all claims, liabilities, damages, losses, suits, action s decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the Owner as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Contractor, its Officers, employees, agents or suppliers (a) in the manufacturing or supplying (including transportation) of any materials, supplies or other products to the Owner, or (b) in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the Owner.

Ex. 3, GC.8 (emphasis added). Thus, I believe APCO has a contractual duty to indemnify the City against claims by the subcontractors, and would hold the above clause enforceable against any pass-through claims.

b. The Subcontract relieves APCO from liability to the subcontractors and therefore doesn't support an exception to the Severin doctrine.

A reading of the subcontract also supports my conclusion that APCO cannot assert the claims of its subcontractors. The Subcontract states the following:

> § 3.2. In Consideration of the promises, covenants and agreements of Subcontractor herein contained, and the full, faithful and prompt performance of the Work in accordance with the Contract Documents, Contractor agrees to pay, and the Subcontractor agrees to receive and accept as full compensation for doing all Work and furnishing all materials and equipment contemplated and embraced in this Subcontract,

and for all loss or damage arising out of the nature of said Work, or from all actions of the elements or from any unforeseen difficulties or obstacles which may arise or be encountered in the performance of the Work, and for all risks of every description connected with the Work, and for all expense incurred by or in consequence of the suspension, interruption or discontinuance of the Work, and for well and faithfully completing the Work and the whole thereof in a manner and according to the requirements and instructions of Contractor and Owner or Owner's agents in charge of the Work, if any, payment in the amount of the Subcontract Price.

. . .

§ 4.4. Subcontractor, in undertaking to complete the Subcontract Work within the time specified, avows that it has considered ordinary delays incident to such work including, but not limited to delays in securing materials, equipment or workmen, and minor changes, omissions or addition, unavoidable casualties, normal weather conditions, strikes or lockouts. If Subcontractor shall be delayed in the performance of the Work by any act or neglect of the Owner or Architect, or by agents or representatives of either, or by changes ordered in the Work, or by fire, unavoidable casualties, national emergency, or by any cause other than the intentional interference of Contractor, Subcontractor shall be entitled, as Subcontractor's exclusive remedy, to an extension of time reasonably necessary to compensate for the time lost due to the delay, but only if Subcontractor shall notify Contractor in writing within forty-eight (48) hours after such occurrence, and only if Contractor shall be granted such time extension by Owner. No time extension will be allowed for delays or suspensions of work caused or contributed to by the Subcontractor, and no time extension will be granted Subcontractor that will render Contractor liable for liquidated damages or other loss under the Contract Documents.

. . .

§5.2. Subcontractor, prior to the commencement of such changed or revised work, shall submit, within 72 hours, to Contractor, written copies of cost or credit proposal, including work schedule revisions, for changes, additions, deletions or other revisions in a manner consistent with Contract Documents. Contractor shall not be liable to Subcontractor for a greater sum, or additional time extensions, than Contractor obtains from Owner for such additional work, less reasonable overhead and profit due Contractor, and also less professional and attorney's fees, costs and other expenses incurred by Contractor in the collection of any such sum or time extension. Payment to Subcontractor for such work shall be conditioned upon Contractor's actual receipt of payment from the Owner and such payment by Owner to Contractor with whatever documentation or support, as Contractor may deem necessary to negotiate with Owner.

. . .

§5.4. Contractor may dispute, appeal resist, litigate or arbitrate any decision of Owner, *without being deemed to have admitted any obligation or liability to Subcontractor*, and if the decision shall be against Contractor, then Subcontractor shall be bound thereby. Subcontractor may, at its own expense, participate with Contractor in arbitration or legal proceedings. Subcontractor shall bear part or all costs, including attorneys' fees and legal expenses, incurred by Contractor in any such proceeding involving a claim, which, if allowed, would result in one or more payments to Subcontractor. Subcontractor's costs shall bear to the total amount sought in the proceeding. Prosecution of any such claim or proceeding shall be at the sole risk of Subcontractor, and Contractor shall have no liability for or in relation to the outcome.

City Ex. 875 (emphasis added). APCO argues that section 5.2 of the subcontract creates conditional liability. APCO further asserts the plan defects, unmarked changes, and numerous change orders amounted to additional work under 5.2 for which APCO is liable to its subcontractors. However, this argument is without merit.

APCO, in its citation to Subcontract Section 5.2, ignores the sentence preceding the beginning of its citation, requiring the subcontractor to provide documentation for any changed work. This is a condition for APCO's liability to the subcontractor. APCO has not presented evidence to show that subcontractors provided the proper documentation for changed work. Therefore, APCO is not liable and cannot pass-through such claims. See Donovan, 138 Ct.Cl. 97, 149 F.Supp. at 900 (subcontract's negation of liability prevents pass-through claim of subcontractor under *Severin*).

APCO further ignores controlling Nevada jurisprudence which supports the City's argument. The Nevada Supreme Court has held change orders are part of the contract, and delay-related claims that were subject to change orders are within the scope of the contract. See California Commercial Enterprises v. Amedeo Vegas I, Inc., 119 Nev. 143, 144 (2003). In that case, the court noted the fact that even though the scope of work under the change orders increased the original contract price, the subcontractor was fully compensated "under the original contract price plus the approved change orders." Id. at 145. The subcontractor submitted a claim for alleged delay damages, and the court again stated "[i]t appears from the record that these delay-related costs were within the scope of the contract

in the form of approved change orders." Id. The court then turned to decide whether the alleged delay damages were incurred outside of the contract, and thus proper under a mechanic's lien. Id.

The Court, in construing the lien statute under which the subcontractor had asserted its alleged delays damages, held that a subcontractor is limited to the contract price when a contract exists, and the lien holder may not recover more than that. Id. at 146. The court did not allow the subcontractor to recover more than the contract price because "the extra materials, labor and delay-related compensation that [subcontractor] now seeks should have been addressed by [subcontractor] when the parties were bargaining over the amounts of the change orders. Once *those change orders were approved, they became part of the contract price.*" Id. at 147-48 (emphasis added).

Furthermore, at least one court has held that *Severin* bars a subcontractor's claim for a breach of warranty when the subcontract contains exculpatory language. Umpqua, 618 F.2d at 593-94. In that case, the subcontract contained exculpatory language almost exactly like Section 3.2 of the APCO subcontract. Id. at 593 n.2. The court found the language was sufficient to exempt the prime contractor from liability and bar the claim under *Severin*:

> Under the *Severin* doctrine, [prime contractor] does not have standing to assert a breach of warranty claim on [subcontractor's] behalf. The exculpatory language of subcontract Article 19 thoroughly insulates [prime contractor] from any liability to [subcontractor] for breach of warranty. Consequently, [prime contractor] may not raise a parallel claim against w [owner].

Id. at 593-94. Thus, as far as the subcontractor's claims are based on a breach of warranty action, *Severin* bars any recovery. Therefore, APCO's argument regarding breach of warranty fails.

Furthermore, where there is an iron-clad "no damages for delay clause", a contractor will be barred from asserting the claims of its subcontractors. Harper/Nielsen-Dillingham, Builder, Inc. v. U.S., 81 Fed.Cl. 667, 676 (2008); Donovan, 138 Ct.Cl 97, 149 F.Supp. at 900; J.L. Simmons, 158 Ct.Cl. 393, 304 F.2d at 888-89; see also George Hyman Construction Co. v. U.S., 30 Fed.Cl. 170, 174 (1993) ("The same result will follow when the subcontract provides

for a complete release of the prime contractor's liability to the subcontractor or upon the granting of additional time for the latter's performance, or the acceptance of final payment by the latter."). "No damage for delay" clauses are enforceable in Nevada. J.A. Jones Construction Co. v. Lehrer McGovern Bovis, Inc., 120 Nev. 277, 285 (2004).

In this case, section 4.4 of the subcontract is just such a clause. APCO argues this clause contemplates a suspension by the Owner and granting of a time extension. APCO, citing the clause, states it in this way:

> If Subcontractor shall be delayed in the performance of the Work by any act or neglect of the Owner or Architect . . . Subcontractor shall be entitled, as subcontractor's exclusive remedy, to an extension of time reasonably necessary to compensate for the time lost due to the delay, **but only if** Subcontractor shall notice Contractor in writing . . . **and only if** Contractor shall be granted such time extension by Owner.

(APCO Brief, p. 287) (emphasis in citation). However, in selectively citing the clause, APCO has edited two important parts. First, the subcontract not only provides for delays caused by the Owner, but also *by any cause other than the intentional interference of Contractor.* Thus, the subcontract provision not only contemplated City caused delays, but also APCO caused delays except for direct interference.[1] Furthermore, as a precondition to even asserting a claim for delay, the subcontract requires the Subcontractor to notify contractor in writing *within 48 hours.* Thus, any delay claim must be made within 2 days of the delay, otherwise APCO is not liable. APCO has failed to cite any written notice of delay made within two days of any delay occurrence. Therefore, section 4.4, read in conjunction with section 5.4, demonstrates that APCO is not responsible for any delays to the subcontractors' work. An "iron-clad" release which absolves the liability of the contractor to the subcontractor prevents a pass-through claim under *Severin.* See Harper/Nielsen, 81 Fed.Cl. at 676.

Finally, APCO's assertion of the claims agreement as conditional liability must fail. "Permitting the parties subsequently to 'revive' . . . liability by mutual agreement would

[1] Under Lehrer, direct interference is a violation of the implied covenant of good faith and fair dealing, and therefore an exception to "no damage for delay" clauses. 120 Nev. At 286.

essentially nullify the *Severin* doctrine in every action . . . ." George Hyman, 30 Fed.Cl. at 177. Here, the prime contract indemnified the City, and the subcontract acted to prevent subcontractor claims for delay damages. Because APCO's claims agreement with its subcontractors acts to revive claims for which APCO was never liable, a pass-through claim based on that agreement cannot prevail.

3. **Subcontractors do not have a claim that supports an exception to *Severin*.**

Finally, even if it is assumed that APCO could pass through the claims of its subcontractors, a decision on the merits must be reached as to whether there is a claim. Donovan, 138 Ct.Cl. 97, 149 F.Supp. at 900-02 (where the court reached a conclusion on application of the *Severin* doctrine and proceeded to render a judgment on the merits). Failure to provide contractually required notice is a sufficient justification to deny a claim. International Technology Corp. v. Winter, 523 F.3d 1341, 1347 (Fed.Cir. 2008); cf. L-M Architects, Inc. v. City of Sparks, 100 Nev. 334, 335 (1984) (holding failure to present a timely notice as required by statute bars recovery); Charlie Brown Const. Co., Inc. v. City of Boulder City, 106 Nev. 497, 500 (1990) (denying a subcontractor's claim on a third-party beneficiary theory because such claims are contractual claims, and failure to follow statutory presentment requirements was sufficient to bar contractual recovery), *overruled on other grounds by,* Calloway v. City of Reno, 116 Nev. 250 (2000); Eagle's Nest Limited Partnership v. Brunzell, 99 Nev. 710, 712-14 (1983) (holding that where owner was at fault and contractor gave contractually required notice, a claim for equitable adjustment would be sustained).

In Winter, the Government entered into a contract for the removal of contaminated soil. 523 F.3d at 1344. The prime contract had a "Limitation of Cost" clause which included a notice provision. Id. The provision required "'that the contractor notify the government in writing when it anticipates that within the next sixty days it will exceed seventy-five percent of the estimated cost and provide a revised estimate.'" Id. During the performance of the contract there were cost overruns which the contractor tried to recover for its subcontractor through an equitable adjustment. Id. at 1346. The government denied the

claim because the Limitation of Cost provision would have been violated, and no notice had been given as required. Id.

The contractor appealed to the Board, which also denied the claim because "[Contractor] had not met its burden to prove either that it complied with the clause's requirement to notify the government before exceeding the cost ceiling, or that [Contractor] was excused from doing so because the cost was unforeseeable." Id. Although this was not challenged on appeal, the court stated "[i]n any event, the Board was correct that [Contractor] cannot recover under a cost theory because of [Contractor's] failure to comply with the notice provisions of the Cost clause." Id. at 1347.

I believe the Nevada Supreme Court would follow the same theory in this case. As noted above, the Nevada Supreme Court has denied recovery in cases where the contractor or subcontractor failed to comply with statutory notice requirements. In doing so, the court has stated "[i]ndividuals or corporations that voluntarily contract with government units assume the burdens of complying with its procedures for satisfying claims." L-M Architects, 100 Nev. at 336. Here, APCO admits that it failed to comply with the notice requirements under the prime contract. Additionally, APCO failed to meet its burden, and prove that the subcontractors gave the contractually required notice to sustain a delay for damages claim. Because APCO was not liable to its subcontractors, there is not valid claim, and any pass through would be barred under *Severin*.

The City has provided that subcontractors are entitled to the following amounts for changed work:

1.	RCI	$558.00
2.	CG&B	$4,400.00
3.	Northstar	$6,401.00

As I have indicated under Section C, the subcontractors are due the above amounts. However, subcontractors claims are otherwise unsupported by the facts and evidence, and therefore are denied.

C. SUBCONTRACTOR'S CLAIMS

Although I find that the subcontractor's do not have claims against the City, the Majority's opinion requires that I refute its findings where there has been such an award.

1. Richardson Construction Claims

a) Increased Direct Costs

The City as already agreed that Richardson is due $558.00 for change order request numbers 84 and 96. I agree with the Majority in its denial of all other increased direct costs to Richardson. Therefore, an amount is due Richardson of $558.00

b) Price Escalation Claim

Richardson is claiming price escalation for material alleging the City caused the delays because of delays in receiving RFIs and deferred submittals. The City argues under the subcontract and prime contract do not allow for price escalations. Furthermore, the City argues RCI is claiming material prices increases for items that were not the responsibility of the City.

I partially agree with the Majority - Richardson failed its burden of proof. But I do not stop with the price escalation claim for wood and concrete because steel should also be included. Richardson's burden of proof was to show that but for City-caused delays, it would not have experienced the material price increases. As the evidence showed, material price increases were happening before the contract between APCO and Richardson signed their subcontract agreement. As the Majority aptly notes, Richardson testified that he would not have received steel before June 2004. Therefore, Richardson's burden of proof required it to demonstrate that the material price increases after June 2004 were caused by a City-delay, and no other. Through trial testimony, it was shown that mistakes with deferred submittals were often made by APCO and its subcontractors, such that claims for items that were not even deferred submittals were made. Additionally, the City showed that it responded to RFIs in a timely manner. Because Richardson has failed to show City-based fault, the claim is without merit.

c) Direct Field Overhead

Richardson cites its expert's analysis of this claim. As APCO's brief stated, Mr. Knopf stated Richardson "should have finished in November or December." Knopf used December 01, 2004, as the anticipated completion date to calculate damages. The City argues no claim exists because no claim was made to the City regarding any delay experienced by Richardson. Furthermore, the City asserts Richardson failed to provide a critical path analysis regarding any delays, and that many of what Richardson claims as delays were actually subject to change orders which covered all costs for time and expenses.

Knopf's analysis again resembled Frehner's, in seeming to pick the arbitrary date of December 01, 2004 as the anticipated completion date. This is further evidenced by choosing November 29, 2005, as the completion date based on charges which ceased to be consistent. Even though Majority notes that the baseline schedule shows a completion date of December 31, 2004. Therefore, how can any trust be placed in such an obviously arbitrary analysis? The proper analysis required Richardson to show that the City caused delays, such delays were on the critical path and that no concurrent delays existed. However, no such analysis was provided, and therefore no legal basis exists to support Richardson's claim.

The Majority seems to rely on the fact that Richardson put APCO on notice of delays. However, APCO failed to pass such delay claims to the City as required under the prime contract. Thus, any claim lies with APCO, not the City. Additionally, the Majority relies on its own artificial early completion date. However, as I have strenuously noted, no such early completion date is available for damage calculations. As the Majority also notes, many of the supposed plan deficiencies were corrected through change orders. These change order become part of the contract, and did not allow for any further time. If Richardson felt this was incorrect, it had a contractual obligation to provide a timely and well-supported delay damage claim. However, neither Richardson nor APCO achieved this. Richardson's claim fails to provide for the contractually required notice of delay

under the contract and therefore it without merit.

2. **CG&B**

I agree with the Majority as far as denying CG&B's claim for increased direct costs and price overhead claims. However, the Majority again makes a mistake by giving CG&B delay damages. The Majority Opinion seems to deny many of CG&B's claims based on a lack of documentation, but does not follow suit regarding the delay claim. Instead, the Majority merely cites the difference between the base-line schedule and the substantial completion date, multiplied by $579.00/day, and awards the subcontractor $73,532.00.

However, CG&B's owner Mike McComb testified during arbitration that he never did a critical path analysis. Furthermore, CG&B never submitted a timely claim as required by both the subcontract with APCO and the Prime Contract. In fact, McComb stated he never looked at the prime contract's claims provision. Finally, no concurrent delays were analyzed for fault even though McComb recognized that such delays existed. The Majority's opinion simply glides over this, ignoring established case law and the burden of proof required of APCO and CG&B.

In making CG&B's award, the Majority has followed the "rigorous" calculation standard established by Frehner. However, in a case like this, the Majority's award to CG&B requires more than just addition, subtraction and multiplication. Analysis of the critical path and concurrent delays is a requirement, not a request which can be overridden for convenience. Because no such analysis supports CG&B's claim, I cannot support the Majority's award in this instance and find the claim has no merit.

3. **Wheeler Electric**

Wheeler is asserting a claim for a change in design fo the tennis court light poles from direct bury to placement in concrete with rebar cages and base plates added. Although the City does not directly dispute this cost in their brief, the pass-through claims of the subcontractors are disputed. Furthermore, evidence was presented that showed this change was made at the direction of APCO. Memorandum 10, dated June 24, 2004, was issued regarding the tennis court light poles. This indicates that APCO wanted to change

the placement of poles because the current contract requirements were cumbersome (even though this is how APCO bid the Project). Alternatives were made on the basis that such alternatives would provide cost savings and convenience to APCO. Thereafter, APCO sent a change order requesting additional time and money for the alternative which it asked for. The City directed APCO that if such a change order was going to be requested, APCO was to return to the normal installation directed on the plans. By making this claim, both APCO and Wheeler are stating that they failed to follow the City's request. Therefore, they alone are responsible for the "additional" costs - and I couch the term because APCO indicated that the alternatives would actually save time and money. For these reasons, I find the claim has no merit.

Regarding the Majority's award for delay to Wheeler, I must object. Again, there is no serious argument whether Wheeler met its burden of proof by demonstrating that there were actual delays to the critical path by the City. Therefore, the award to Wheeler for $98,000.00 is without any proper support, and therefore should be denied.

4. **Northstar**

a) Scale Dimensions

Northstar claims that the City provided inaccurate plans with different scales which resulted in Northstar pouring more concrete than was bid. Northstar claims it was further impacted because it was required to build off horizontal control plans, rather than City-provided specifications.

The City states that Northstar made its bid off improperly obtained drawings. Furthermore, the City alleges APCO failed to alert the City, as required under the prime contract, of errors in the bid documents, which Northstar had expressed to APCO. Additionally, the City argues this claim is APCO's responsibility, as APCO is the one which failed to alert the City to errors, failed to pass on the correct dimensional information, and directed Northstar to build according to the horizontal control plans. Finally, the City asserts Northstar presented an untimely claim that was supported by estimations of costs, not actual costs. I agree with the City.

During arbitration, John Crampton ("Crampton") testified that Northstar received its bidding documents either from American Asphalt or APCO. He further testified that there were questions during the bidding process which he expressed to APCO. However, APCO failed to pass such questions to the City, as required under the prime contract. Even so, Northstar sent RFI #1, seeking dimensions for the Stadium. Stantec responded by sending a disc with all the necessary information. APCO admitted it did not pass this disc on to Northstar, nor could APCO find the disc. Furthermore, it was APCO who directed Northstar to build according to the horizontal control plans (which contained the wrong scale), not the City. Therefore, responsibility for this claim lies with APCO, not the City.

Even if the City was responsible for this claim, Northstar still failed to provide the proper contractual notice. Northstar did not file a claim until one year after the end of construction. Furthermore, the evidence shows that Northstar's claim is based on estimated costs, not actual costs. Therefore, Northstar's claim against the City has not merit; fault lies with APCO.

b) Expansion Joints

Northstar claims increased costs arose due to the installation of expansion joints not detailed on the Project Plans. The City argues that Nortstar agreed not to charge the City for these joints and, even if it had a claim, Northstar contractually only had seven days to present a claim for this cost. Because the claim was made two years after construction ended, the claim is untimely.

The Majority asserts Nortstar told APCO not to send this letter to the City because Northstar was unhappy with some City actions. Furthermore, the Majority seems to overlook Northstar's failure to send a proposed change order as an excuse to bill the City. The Majority is in error in this case because the letter of May 13, 2004, was actually a memorialization of a meeting with the City in which APCO verbally agreed not to charge for the joints. The City therefore relied on this verbal agreement, as memorialized in the May 13th letter, and relied thereon. Northstar did not notify the City that it was retracting this verbal agreement, and therefore the claim is without merit.

Even taking the Majority's view, the claim is late. Northstar, if it really did not agree with some City actions, was then on notice that it was required to send a change order requesting the additional costs. However, Northstar failed to abide by the contract requirements for a claim. Therefore, it is without merit and barred under the prime contract as untimely.

c) Added Footings, Walls and Steps

Although the City makes protestations regarding this claim, it has noted that APCO is entitled to recover $6,401.00 for changed work completed by Northstar. Northstar is claiming $6,401.00 for the addition of two steps at the stadium VIP seating. Therefore, I believe this claim is with merit, and should be allowed.

d) Added Work for Footing Elevations

Again, this was one of the items for which Northstar verbally agreed to not charge the City, as memorialized in the May 13, 2004, letter. The Majority again states Northstar "overlooked" issuing a request for change order. However, when Nortstar reneged on its verbal agreement not to charge the City, a change order should have been forthcoming. The claim is now barred under the contract as untimely.

e) Added Wall Height/Top of Footings

Northstar seeks additional costs for changing footing from sloped to stepped. The City argues Northstar never presented a claim for his, and is now contractually barred. The Majority denies this claim on the basis that this was a change requested by Northstar. I agree with the Majority, but would also add that Northstar's claim is barred for failure to contractually notify the City in a timely manner.

f) Unknown Differing Site Conditions

Northstar claims the boring samples did not show caliche at the depths found in the stadium. APCO removed this caliche, but Northstar was required to pour additional footing materials due to the amount of caliche removed. The City argues that under the contract, caliche was the responsibility of the Contractor and, anyways, it was not APCO who removed the caliche, but F&F. Furthermore, the costs for removal were based on

estimated costs for removal, not actual costs. Finally, the City asserts this claim is untimely and therefore barred under the contract.

I agree with the Majority and the City, that this claim is barred under the contract. Northstar failed to properly notify the City when the extra footing material was installed. Northstar was required to make a claim and keeping track of the costs. Because Northstar failed to do this, the claim is denied.

g) Weather Related Costs

This claim is related to alleged delays in construction caused by plan deficiencies and specifications. Northstar claims its construction was pushed into the latter part of the year, when weather conditions unaccounted for in its bid increased the costs of construction. However, as noted above, Crampton of Northstar admitted that a concurrent delay in beginning construction was its failure to obtain the proper bonding. Furthermore, Northstar failed to make a delay claim as required under the prime contract. Interestingly, Northstar made claims for weather related costs on days which it was not even on the Project. The evidence shows that this claim is without merit and therefore denied.

h) Waterproofing Delay

Northstar claims waterproofing was not called for in the Project plans and was not in the scope of its work. Furthermore, Northstar asserts it could not backfill the stadium walls until the waterproofing change order was approved. It is alleged the City delayed in approving this change order, resulting in delays, resequencing of work and inclimate weather disruptions. The City claims on July 21, 2004, the City sent a request for pricing regarding adding waterproofing to the stadium walls. However, APCO delayed in this, and did not send the proposal until September 22, 2004. APCO was responsible for coordinating this and was aware from July 21 of this requirement. Although Northstar alerted APCO do this delay, APCO failed to pass the claim on to the City. Regardless, the City argues Northstar failed to make a timely claim based on actual, not estimated, costs and the claim is therefore barred.

This claim again lies at the feet of APCO. APCO was responsible for coordinating with its subcontractors and failed to timely submit a request for waterproofing pricing. As the evidence shows, it was APCO who delayed. Additionally, it was not Northstar who provided the waterproofing work, but Sierra Waterproofing. Furthermore, APCO did not pass on the notice of delay to the City, as it is contractually required to do. Under the prime contract, the claim is barred against the City as untimely, and therefore is without merit.

i) Material Escalation

Northstar claims its material prices increased due to delays caused by the City. The City argues that Northstar's expert failed to show how the City was responsible for the price escalation, but merely claims that concrete prices were rising from June 2004 until January 05, 2005.

Again, as noted above, a concurrent delay in this was Northstar's failure to obtain bonding until June 02, 2004. Because there was a concurrent delay with the alleged City delays, Northstar is required to show how the City is responsible for the increased costs. However, Northstar failed to provided such an analysis. Therefore, the claim is without merit.

j) Costs for SDC & Associates

As the Majority stated, and I agree, under the contract such costs are to be borne by the parties. Therefore, the claim is denied.

k) Extended Field Overhead and Costs

Northstar claims it is entitled to 140 delays days at a cost of $1,248,891.69. Northstar supports its claim by getting the total days on the job based on the difference between the planned start date and the actual completion date. 122 days, the planned construction time is subtracted to get to 140 days. Furthermore, Northstar provided a job cost detail for the Project, indicating the above stated cost per day. The City argues Northstar's claim is inaccurate because it was not based on certified payrolls, double bills for employees, failed to properly document the time Mike Boone and Ron Hannold spent on the project, and

includes unsubstantiated equipment costs.

The Majority buys into Northstar's calculation of delay days, which seems conspicuously similar to Frehner. However, both Northstar and the Majority's analysis fails to take into account delays to the critical path, concurrent delays, and fault for such delays. If Northstar was truly delayed by the City, it had a contractual responsibility to make such a claim. However, like APCO and other subcontractor, no such delay claim was made. Furthermore, the Majority wholly ignores Northstar's own culpability in failing to obtain bonding until June 02, 2004. Because no proper analysis has been completed to show fault, cause and actual damages, the claim is without merit.

V. CONCLUSION

In this case, APCO failed to properly support its claim for an equitable adjustment by demonstrating the necessary factors of liability, causation, and injury. Although APCO claims it was delayed by the construction plans, RFIs, deferred submittals, and change orders, its reliance on Frehner is without merit. Frehner failed to demonstrate that any events were the fault of the City's, delayed activities on the critical path, and were not concurrent with other delays. APCO's assertion that the City waived any notification requirements is also without merit. The contract was very specific regarding the claims requirements, and APCO relied on oral representations by City employees who had no authority to change the contract. Additionally, any notice which did not comply with the contractual requirements was specifically barred under the contract. Therefore, APCO's equitable adjustment claim fails as a matter of law.

In addition, APCO failed to meet the requirements necessary to establish an early completion date. APCO based its early completion damages on a date that was unsupported by the evidence and was arbitrary, as its own expert stated. There was no credible evidence that demonstrated APCO intended to finish early, it was capable of finishing early, and that it would have finished early but for the City's actions. Additionally, for the reasons stated above, I find APCO's individual damage claims without support or merit in this case.

The Majority Opinion regarding APCO's equitable adjustment claim and early completion damages find no support in the facts of this case nor in any legal precedent. Regarding the equitable adjustment claim, the Majority Opinion simply voided the contract, and granted APCO's equitable adjustment claim without any regard to the necessary proof of such claims. The Majority Opinion was equally flawed regarding APCO's early completion damages, considering it relied on an expert whose analysis amounted to picking, by the experts own admission, an arbitrary beginning date, count days, and assign all fault to the City without any sufficient basis in the facts.

Finally, regarding the subcontractors' pass-through claims, the *Severin* doctrine is not a controlling doctrine in Nevada legal jurisprudence. Because both the prime contract and subcontract calls for the application of Nevada law, any decisions should be based on contractual principles established under Nevada law. However, even under the assumption that *Severin* and its exceptions are applicable in this case, APCO has failed to prove that it remains liable to its subcontractors. The Subcontract provides a clear "no damage for delay" clause, which courts have found operate to bar claims under *Severin*. Furthermore, APCO's subcontract specifically states that it can present a claim without admitting liability to the subcontractor. Therefore, APCO has failed to prove that it remains liable so that an exception to the *Severin* doctrine could be upheld.

Even if I were to assume that Severin and its exceptions apply, there are no grounds on which APCO or its subcontractors may base their claims. APCO failed to prove that its subcontractors submitted any delay claim within the subcontract requirement. Thus, there was no claim sufficient to hold APCO liable to its subcontractors. Even if the subcontractor did provide the proper notice, APCO did not provide the City with the notice as required under the prime contract. Therefore, any claim that a subcontractor has is for breach of contract with APCO for failing to abide by the subcontractor provisions. APCO's attempt to revive any claims through its claims agreement also finds no support in the law. For these reasons, I would not allow the pass through claims of subcontractors.

City's Counter Claims

Claim I: Defective Tennis Court Issues

GC.6(A), *Governing Order of Bidding & Contract Documents*, states where there is a discrepancy within the contract documents, the following precedential weight is to be given:

1) Contract Summary
2) Addenda
3) Instructions to Bidder
4) General Conditions
5) Technical Specifications
6) Drawings
7) Referenced Standards.

Technical Specification 02305, Part 2.B.2 notes that the sand leveling course shall be clean mortar sand. The USTA standards, which have been given so much weight in the Majority's decision, is a referenced standard. Furthermore, SD-17, Detail 4 on all sets of drawings indicate a sand leveling course. Although not in the permit set of plans, SD-17, Detail 2 in the bid and consensus set of drawings indicate a 2" medium density foam around all posts. Therefore, reliance completely on the USTA standards was a direct conflict to the actual precedential order given to the contract documents. Both the sand and foam were clearly indicated in contract documents which overrode any authority APCO placed in the referenced standards of the USTA. The City only indicated the USTA standard, but did not in any way compel APCO to build the courts exactly as indicated in the USTA drawings. Obviously, the City modified the designs indicated by the USTA to fit its needs.

On October 11, 2004, APCO construction sent APCO RFI No. 00236, asking to remove the I" of sand from the Stadium Concrete Post Tension Slab because, APCO asserts, the sand would mix with the concrete and weaken the strength of the slab. On October 19, 2004, Stantec sent the following response:

> The purpose of the sand layer is to create a fluid action between the concrete layer and Type II layer. When they begin their tightening of the cables, the slab will shrink the most towards the edge. The amount of shrinkage will vary depending on the length of the court. The sand allows the slab to uniformly move thus minimizing the cracking potential. If they don't install the sand, the slab bottom (when poured) will not be smooth, as it will interlock with the Type

II surface thus creating inconsistent movement.

We will not tell the Contractor what to do; our only concern is that the end result is achieved. This is their risk.

Thus, APCO had no authority to delete the sand layer.

Furthermore, any reliance on RFI 71 as support for deletion of the sand or foam is misplaced, as RFI 71 was a clarification for the light pole burial and not a clarification on the construction of the tennis courts. APCO sent RFI 71 claiming that per the Addendum, Type "A" poles were changed to direct burial pole, but no detail was provided for installation. The manufacturer suggested 4' deep of compacted Type II material.

Stantec responded on March 26, 2004, stating that this was not an approved solution, and told APCO to refer to an attached detail. The attached detail showed a 1" sand layer (the black space) between the 6" Type II Aggregate and the Perimeter Post Tension Beam. Furthermore, because the sand layer is seen between the top of the light pole foundation and the perimeter post tension beam, it is obvious that the tennis court slabs and the light pole foundations are supposed to be separate entities.

Thereafter, Cassie Redinour sent a clarification to RFI 71, indicating that the direct bury for light poles would not work, and changed the light poles to a base plate with anchor bolt design. Ms. Ridenour included a detail indicating installation. The clarification has two different specifications that are the cause of this problem. However, a proper reading of it shows that even with the base plate installation, the light pole foundations are separate from the post tension slab.

The clarification says "BASE PLATE & ANCHOR BOLTS PER MFR. RECOMENDATIONS [SIC] - SEE ATTACHED." Attached to this clarification is bates stamp numbers CLV-B3-000026 and 27. CLV-B3-000026 is fuzzy, but does not indicate any information regarding the relationship between the light pole bases and the tennis court slab. However, 27 shows a more detailed view. In this view we again see the black layer between the top of the light pole foundations and the tennis court slab. Furthermore, the clarification indicates POST TENSION SLAB - SEE DTL. I & 4, SHT. SD-17. SD-17 details I

and 4 must be read in conjunction with the clarification for RFI 71. Although the pole is now a base plate with anchor bolts, in all three we see the sand layer called out. In the clarification, this layer appears ABOVE the base plate and anchor bolts called out in the specifications. This indicates that indeed the light pole foundations were separate from the tennis court slabs.

APCO cites the USTA manual and RFI 71 as its reasons for deleting both the sand and foam layer. Although APCO relies on revisions of RFI 71 as the basis for its defense, it cannot rely on one detail. Many of the Project documents indicated sand and foam as requirements. APCO was required to produce shop drawings that were consistent with the City's plans, and therefore APCO is not relieved from building courts accordingly. Furthermore, although there may have been differences between the City's plans and the USTA manual, the logical assumption is that the City knew these differences, but wanted to customize the courts as it saw fit. Any deletion of sand or foam should have been through a written order, as this was a design change, and not a design conflict. Again, any work deleted by APCO for which it bid should result in a credit to the City.

The cracking that the City has experienced will continue due to APCO's construction of the courts. RFI 71 was clear that the tennis court slabs were not monolithic with the pole foundations. Furthermore, APCO's alleged fix, using Plexicushion Prestige 2000, changes the character of the tennis courts which the City paid for. In order to fix this problem, the court will need to be replaced and built according to the City's plans. The City's expert, Dr. Moncraz, testified to the fact that simply putting the Plexicushion over the courts will not fix the actual cracks. Dr. Moncraz noted that the cracks indicate that the tennis court slab has come apart and thus the courts are broken into independent pieces. Overlaying the court will not fix the independent movement that was noted on the courts. Indeed, the USTA manual does not address the structural problems which the cracks represent.

The Majority relies heavily on APCO's argument that RFI 71 was responsible for the deletion of the sand and foam. However, there are numerous problems with this. First, Mr. Walker testified that APCO had an approved submittal for sand in May 2004, well

before the time of RFI 71. Additionally on April 30, 2004, APCO submitted structural calculations for chain link fence foundations. In completing these calculations, APCO relied on bid drawings, marked as CLV-B1-000350, which clearly showed both foam and sand requirements.

Mr. Walker testified that RFI 71 did not change these requirements. Furthermore, Mr. Walker specifically stated that RFI 71 had nothing to do with the sand layer, but was clearly identified as a response to changing the light pole foundations. Finally, RFI 71 and subsequent responses clearly indicated the sand line. Mr. Walker admitted that the line is a solid black line, instead of dotted (which is the schematic representation for sand) because photocopying and faxing degraded the quality of the drawings. However, neither the sand nor the foam requirements were ever deleted by RFI 71. Mr. Walker's testimony clearly refuted APCO's argument regarding RFI 71.

Two straw man arguments are made by the Majority to further support its position. First, GES is faulted for failing to note the deletion of the sand and the light pole bases' intrusion into the slab. However, GES was a special inspector who was only responsible for structural issues on the tennis court, such as light pole and fence foundations. This meant that GES had to ensure that rebar was present, the concrete was properly installed, and that the correct slump was present. GES was not responsible for ensuring that the sand layer was present or to ensure that the light pole foundations did not intrude into the tennis court slab. In fact the Majority has relied quit frequently on the fact that the City did not catch certain "obvious" problems. However, as Arland Anderson testified, it is the subcontractor and contractor's job to first note discrepancies. Furthermore, it was APCO's responsibility to call for inspection of the tennis courts during pouring of the foundations and slabs. However, Mr. Andersen could not remember APCO calling for the appropriate inspections. Therefore, the fact that GES and the City did not catch APCO's mistake does not relieve APCO from the responsibility of building the tennis courts properly.

Second, the Majority conclusory states that all parties believed the sand and foam was removed by RFI 71 and that no one could have known the consequences of the changes

authorized by RFI 71. However, the Majority's statement relies on the faulty premise that RFI 71 was intended to remove the sand and foam. This premise has no basis in the facts presented. When APCO first tried to delete the sand layer, Stantec clearly identified why the sand layer was needed and cautioned APCO that if it failed to place the sand, it did so at its own risk.

The Majority has also failed to trust its own eyes when reading the contract documents. APCO RFI 00236 was sent by APCO to remove the sand from the Stadium Concrete Post Tension Slab - it did not ask to remove the sand (or foam) from all the tennis courts. RFI 71 ONLY dealt with changing the light pole foundations from direct bury to base plate with anchor bolts. It had nothing whatsoever to do with the sand and foam requirements. This shows that the Majority's findings has no basis in the evidence to support APCO's defense.

For complete removal of the tennis courts, the City has an estimated cost of $5,271,424; however, the City has asserted that a slab-on-slab repair method could be done at an estimated $3,300,000. APCO had indicated a cost to remove and replace at $1,700,000. I would grant the City's claim in the amount of $3,300,000.00.

Claim 2: Defective Net Post Anchors

I address the following tennis court issues because the Majority has not seen it necessary to replace all the tennis courts.

APCO's analysis is erroneous in this case because it relies on the assumption that the tennis net posts were to be poured monolithically with the tennis court slab. Furthermore, APCO asserts that the FF50 requirements and the dual tilt of the court made it impossible to properly place the net post sleeves. In support of its position to change to the sonotube method, APCO relies on the hearsay testimony of Billy Platt.

SD-17, Detail 2, of the bid set drawings clearly shows a sand layer between the footing and the court pavement. Although the permit set of plans show the tennis court pole footings as monolithic with the tennis court slab, Addendum 3 changed the plan back to the original requirements of the bid set. APCO relies on the USTA drawings as evidence

that the City did not provide clear direction for installation of the net posts. However, this argument is without merit, as the USTA drawings were not the controlling documents for construction. Furthermore, if there was any confusion, APCO had the RFI-process available to get direction from the City.

APCO also asserts that both the net posts and dual slope of the tennis courts made it more difficult to achieve the FF50 requirement. This is obfuscation - APCO is a general contractor and knew what was required when it bid this project. If somehow complying with these conditions was impossible, then APCO had a responsibility to alert the City to any design change necessary to accomplish the Project's objectives. Here, all we have is the hearsay testimony of Billy Platt, indicating he discussed the sonotube method with Mr. Barr. Interestingly, APCO failed to ask Mr. Barr about this situation.

Furthermore, APCO relies on the fact that the City never raised objections during construction, indicating that the City had plenty of time and inspections to notify APCO of the incorrect installation of the tennis poles. In a contradiction that demonstrates APCO's disingenuous argument, it claims the City never expressed concerns with use of the sonotube during the construction phase or on the punch list, while simultaneously citing to NCN 33, dated September 13, 2005, indicating problems with APCO's installation of the net posts. Finally, as far as APCO relies on approval from Gary Barr, APCO is in error. Mr. Barr testified that he never had the authority to make material changes to the contract, and continually related this to APCO. Furthermore, APCO was aware that any changes required the written direction of Clair Lewis, as directed in the Contract. Therefore, any reliance on Mr. Barr's authority is obviously asserted to cover APCO's mistakes, not as a genuine issue of reliance on Mr. Barr's authority.

The Majority blames APCO under a theory of improper means and methods. Noting that the problems are only cosmetic because there is merely flaking, however, the Majority feels that the City is not entitled have the anchors it designed and paid for. The Majority ignores the fact that sonotubes are an inferior quality product that will result in non-cosmetic problems later. As the evidence showed, there was not only an issue of

flaking, but also depressions in the tennis courts surrounding the areas where the tennis net posts were installed.

Furthermore, an issue was raised regarding inspection of the sonotubes. Although the championship tennis court was built during March 2005, the other courts were completed earlier. As Mr. Walker noted, Jerry Belt of TJ Consulting should have caught the sonotubes - the same Jerry Belt who went to work for APCO. This issue was raised during APCO's case-in-chief, and should be something the Majority keeps in mind. However, GC 30 states that the Contractor is still liable to build according to the Contract even when the City commits errors and mistakes. The evidence shows that APCO never received written permission to deviate from the contractually required construction of net posts and anchors. Therefore, APCO should have to pay for the cost of removal and replacement of the net post so that the City receives the product it designed and paid for. This is reflected in the amount awarded under Claim I.

Claim 3: Concrete Pavers in Plaza Area

Billy Platt testified the City verbally directed APCO to lay the pavers according to the plans and therefore consented to a deviation from the 1/8" requirement. Thus, APCO admitted that it deviated from the plan requirements. If APCO was unable to install the square pavers in a circular pattern within the plan requirements and without a deviation greater than 1/8" horizontally, then an RFI should have been issued for direction. However, no such RFI was forthcoming.

APCO points to numerous design problems which are responsible for the paver problems, including the sand bed and radial design. APCO did show that the City instructed it to place the pavers with a 2" sand bed, according to the plans. The City does not refute this. However, APCO does not show how placing the pavers on a 2" sand bed, rather than a 1" sand bed, resulted in the deviations.

APCO was made aware of the paver-problems in a punch list from November 2005. However, APCO never fixed the pavers and the City had to remove the offending pavers. The City spent $7,979 to reset the pavers according to the Contract and should be allowed

to recover this amount.

Claims 4 and 5: Defective Concrete in Phases IA and IB

I concur with the Majority's position that APCO should reimburse the City in the amount of $5,692.00 for concrete deficiencies. I also agree that APCO should be required to replace offending concrete panels. However, I would not limit it to the 5 panels with structural cracks. 71 panels were identified during the Panel's walkthrough of the Project and I believe all of these panels should be replaced.

The evidence shows APCO's failure to provide a quality product. For instance, when retrofitting the tennis courts, Mr. Walker testified that numerous concrete panels removed showed that the rebar was misplaced within the sidewalk concrete, often under the concrete itself. It is true that concrete cracks, but APCO obviously failed to construct some concrete panels in accordance with the plans. Further evidence of APCO's liability is the fact that deficiencies in thickness were discovered. 71 panels have been identified for removal and replacement. The evidence clearly shows APCO built an inferior product. Therefore, I would grant the City's request for $98,290.00 to replace the 71 offending panels.

Claim 6: Defective Jogging Track

In arguing support for its position, APCO cites the testimony of Mr. Barr. APCO claims Mr. Barr and the City were apprised of the plan to widen the jogging path instead of building the thickened edge. Although Mr. Barr did admit that he was apprised of the situation, he clearly stated that no final agreement was reached. Indeed, APCO points to Mr. Platt's testimony, hearsay in itself, to prove its point. However, this is not sufficient to support its position.

SD-2, Detail 4, requires a thickened edge to be 12"x6" on a Type II aggregate base. APCO did field measurements which allegedly show an average width of the jogging path to be 23.96', supporting its position that it widened the path instead of adding the thickened edge. The City put forth the testimony of Clair Lewis, indicating that he along with Mr. Randall, measured the jogging path and did not find it to be the proper width. However, no evidence of this was cited to by the City in its brief. Although APCO did deviate from

the plans, the City has failed to show that APCO did not in fact give it the amount of asphalt required when it widened the track. However, according to the City, APCO did have cost savings for widening the track instead of building the thickened edge. Therefore, I would grant the City the $29,000 in cost savings, but deny the rest of the claim.

Claim 7: Incorrect Tennis Court Dimensions

The Majority and APCO try and confuse this issue by noting the conflicts between SD- 14, SD-17 and the photometric drawings as well as raising the issue regarding the ATP tournament. APCO argues that the City chose to resolve the conflicts by using the photometric drawings, which then established the tennis court dimensions. The Majority agrees, adding that this mistake is the City's fault which it has to live with.

However, shouldn't the question be - did APCO build the courts to the proper dimensions? However unclear the placement of the poles were in the drawings, it was clearly noted that the playing surface was to be 60' x 120' for single courts. Thus, the dimensions for the playing surface was not set by pole placement, but by the plans. APCO had a responsibility to ensure that the proper dimensions were met for the playing surface.

Interestingly, the Majority and APCO are silent regarding the USTA standards which is so ardently followed regarding the City's first claim. The USTA standards required a minimum playing surface of 60'x 120' for a single court. The argument regarding the ATP tournament is a red herring. The minimum court surface playing area for the ATP was the same area defined in the City's plans. Had APCO built the court correctly, this issue would not have arisen during the City's planning for this event. APCO should have ensured that the proper playing surface was built as well properly placing the light poles. Therefore, I would grant the City's claim 7, which is included in the amount awarded under Claim 1.

Claims 8 and 9: Defective Tubular Steel Fence Phases IA and IB

A. Picket Spacing

The City has argued the required spacing between pickets was 4.5" on-center and that by having further spacing between the pickets, APCO reaped cost savings. APCO

claims there is no merit to this allegation as the as-built conditions show a spacing on-center of 4.875" on average, which results in a spacing between the pickets face-to-face of 3.875" on average. Therefore, this is below the distance stated in the approved submittals.

The confusion in this area is based on where the measurements are taken from - the City is measuring center to center, whereas APCO measures from center-to-center, then subtracts 1" to meet the max 4" requirement in its shop drawings. It is agreed that this was a deferred submittal, and APCO noted that Stantec made notes to these drawings. Looking at Bates No. CLV-B8-000048, APCO has stated a 4" maximum spacing from picket face-to-face. This is highlighted, and a note at the bottom of the drawing refers to SD-29, Details 1 and 2.

SD-29, Detail 1 shows a measurement of 4.5" from picket center-to-center. Thus, using a 1" picket, the maximum spacing would be 3.5" face-to-face. Stantec clearly referred to the required spacing in the City's drawings, however RCI either failed to notice or, as the City has proposed, tried to get cost savings by following its own design. Even APCO's engineering noted completed calculations with a measurement of 4.5" center-to-center. See CLV-BS-00003S.

The Majority supports APCO's version of events, but fails to refer to the other relevant drawings in this case. The correct place for measurement is from center-to-center of each picket, not from face-to-face. From center-to-center, we see that both the Majority and APCO admit that the spacing is 4.875"; this is greater than 4.5" maximum required on SD-29, Detail 1. As this fence is around many parts of the Project, there is no doubt that APCO in some way reaped material savings. APCO may have had to do a deferred submittal, but they were contractually required to follow the City's design. Therefore, APCO has breached the Contract and any unjust enrichment must be disgorged. Therefore, I would grant this portion of the City's claim for both Phase 1A and 1B.

B. Picket Caps

The City argues that the missing picket caps were never installed by APCO. The caps were meant to prevent water intrusion and rust development. APCO's defense

amounts to a failure on the City's part to timely notice the missing picket caps. Furthermore, APCO claims the City has not specified a dollar amount for the missing caps, and therefore has not met its burden of proof.

The City has noted 418 picket caps missing. The argument that the City didn't discover this until 9 months after the park opened, or has no before and after photographs, and thus the City has waived any claim, is without merit. Many problems with the Project were not discovered until this arbitration was started, yet the Majority has not hesitated in resolving the problems. The City has a right to these picket caps and therefore I would grant this portion of the City's claim.

C. Defective Painting

I agree with the Majority that the problem with the defective painting is a result of welding the fence. Technical Specification 05515, section 3.3 states:

> All fencing shall be zinc enriched primer powder coated and then applied with a "Mar resistant" ultra polyester powder coating and applied per the manufacturer's recommendations. The minimum coat thickness shall be 5 mils. Contractor shall take all necessary precautions to insure no damage to the finish during shipping and handling. *If necessary, after the handrails have been field erected, contractor shall wire brush field welds, dry-wipe off all loose residue, spot prime with specified primer all bare spots, chips and scratches, then point to match the powder coat finish and color using a paint type recommended by manufacturer ....*

As noted below, there were obvious defects by RCI in failing to properly weld the fence. It is obvious in the evidence that RCI failed to do this in the field and this helps explain the numerous painting problems experienced. Therefore, I would grant this portion of the City's claim.

D. Defective Structural Welds

I agree with the Majority. The evidence shows that many of the welds were inadequate. Although the fence is sound structurally at this point, the defective welds have resulted in rusting. This rust could be a structural issue for the City in time. Therefore, I would grant this portion of the City's claim.

E. Footing Deviations

The City's claim is hard to understand. The City notes that 4 of the footing were not at the proper depth, but then proceeds to argue that APCO was aware of paint and welding deficiencies. I agree with the Majority that spread-footings were a reasonable alternative to the post-pier footings. Therefore, I would deny this portion of the City's claim.

F. Damages

The City has estimated damages total $1,684,016.00 to repair and replace the fence. An important point to remember is that the rusting can cause structural issue with the fence at a later time so that, even though not an issue now, it could become one in the future. This rusting was due in large part by APCO and RCI's failure to properly weld the fence. APCO argues that the City paid $500,000.00 for building the fence. Therefore, I would award the City damages in the amount of $500,000.

Claim 10: Storm Drain

A. City's motion to strike evidence

After the City's case-in-chief, APCO introduced evidence of alleged inspection by City inspectors of the drain pipe. The City argues APCO cannot rely on Billy Platt's testimony regarding the data survey contained on a disc provided by Stantec. APCO, the City asserts, failed to produce this disc during discovery. The disc contains elevation information relevant to claim 10. Additionally, during arbitration, APCO asserted that the City would inspect the storm drain and then highlight and initial the inspected area. In rebuttal to APCO's claims, the City produced an affidavit of Peter Jackson, a Senior Engineer Associate with the City of Las Vegas. Mr. Jackson's affidavit states it was highly unusual for a Building Inspector to simply highlight and initial portions of a plan that were inspected. Additionally, the inspector was not identified nor could Billy Platt remember which City inspector inspected the drain pipe. Finally, APCO's Exhibit 3519 lacks the signature and initials of an inspector on Plan Sheet CE-82 (pipe between the headwall entrance and manhole 1) and CE-71 (the pipe between the headwall the twin culvert location). Thus, these two areas, even under APCO's own evidence, show that no inspection

was made.

Regarding the disc referred to by APCO, the City seeks to have all references to it struck because APCO failed to provide the disc during discovery. As Billy Platt testified, the disc was lost. Mr. Platt stated that the disc showed the deviations from the permitted set of plans. However, the City cannot verify this now due to the lost disc.

APCO contends that not only did the City inspectors sign the plan sheets, but that GES repeatedly inspected the storm drain. Furthermore, APCO points to the fact that the City has accepted the work by closing out the permit No. 04-000665.

Regarding the disc, APCO asserts Stantec provided it, so the City should get a copy from Stantec. Furthermore, APCO argues the City has a responsibility under the Clark County Regional Flood Control District's regulation to keep as-built information for three years. Therefore, APCO argues there is no reason to strike references to the disc.

The City's Motion should be granted. APCO's argument against Mr. Jackson is that he was not involved in the Project and did not know what happened. This is unpersuasive. Mr. Jackson is familiar with Building Department inspection guidelines. Mr. Jackson testified that an inspector would not simply highlight and initial the part of the drain he inspected. If this was indeed Building Department procedure, to highlight and initial approval of inspection, then this would have been consistent with inspections throughout the Project. However, APCO failed to produce such evidence. To further counter Mr. Jackson, APCO relies on the GES inspections. This is the same argument APCO has used throughout the Project to avoid its responsibility for improper construction methods. The GES reports APCO refers to deals only with the headwalls and retaining walls, but not the actual pipe. Inspection of the pipe was not within GES's scope, and required an inspector from the Building Department to approve. Additionally, the City showed that even under APCO's asserted evidence of inspection, highlighting and initialing, at least two sections of the pipe were never inspected. Therefore, any reliance on Mr. Platt's testimony regarding inspection of the drain pipe is without merit and unreliable.

Regarding the disc which contained important elevation materials, APCO tries to pass off the responsibility of production to the City. First, APCO cannot rely on the fact that the City has to maintain as-built information. APCO relied on Mr. Platt's testimony, which specifically referenced as disc produced by Stantec. APCO's argument here is a red herring. Second, APCO states the City should get the information from Stantec because Stan tee produced the disc. Again, it is APCO relying on the disc for its defense, and therefore APCO has the burden to provide all evidence upon which it relies. If APCO is unable to do so, then any testimony regarding the disc is based on hearsay testimony and inadmissible into evidence. Therefore, Mr. Platt's testimony regarding the disc should be stricken from the record.

B. Storm drain pipe

1. Deflection Angle

The Majority's decision relies entirely on APCO's evidence which I believe should be stricken. Nothing supports APCO's position except hearsay testimony of Billy Platt. Furthermore, the question regarding this angle is not simply a question of incorrect elevation, but also a failure of APCO to take into consideration the manufacturer's instructions. The manufacturer of the pipe states that there should be no more than a 3 degree angle. APCO should have known this and caught the obvious inconsistency between the plans and the manufacturer's instructions. This was exacerbated by the fact that APCO failed to get Building Department inspections on this part of the drain pipe, if the drain pipe was in fact inspected at all. (NEED TO KNOW IF CE-82 contains this angle. If so, even under APCO's theory of inspection, this portion of the pipe was not inspected).

Even more damning for APCO is the fact that it failed to conduct a deflection test as required by specification. If APCO had conducted the required test, the defect would have been revealed and corrected at that time. The result is water running under the pipe, accumulation of debris and garbage and, possibly, sinking of the road above the pipe. The evidence supports the City's claim; the pipe should be repaired to prevent any further damages.

2. Insufficient Cover over the Storm Drain

APCO tries to fault the City for not investigating why there was insufficient cover over the storm drain. However, APCO knew that there was insufficient cover but did not raise this issue with the City during construction. One foot of dirt cover is required under the plans and specifications. APCO obviously knew of this deficiency and therefore is required to insure that its product meets the City's requirements. APCO has raised no other issue to show that there was a change to this requirement during the Project construction. Therefore, I would grant the City's claim.

3. Ponding Issue

This issue is related to APCD's failure to build the headwall with the proper grade. The result is ponding which is in violation of the Southern Nevada Health District regulations. The Majority relies on whether conditions to deny this claim; however, the Majority cannot dismiss the regulations of the Nevada Health District. Therefore, I would grant the City's claim to fix this condition.

4. Broken Manhole

I agree with the Majority that this condition needs fixed. However, I disagree that merely because an NCN was not issued during construction that somehow this allows APCO to its repair costs. As noted above, there is a question as to whether the pipe was actually inspected during construction. Furthermore, because APCO has admitted to this defect, the City should be able to repair it as it deems necessary. Therefore, I would grant this portion of the City's claim, included the costs it seeks for repair.

5. Trash Racks

I agree with the Majority, however, I would grant the City its proposed costs.

6. Broken Pipe

Again, I agree with the Majority here. However, the City's repair needs to follow the manufacturer's recommendations for such repairs. Therefore, I would grant the City the necessary costs.

7. Damages

I would grant the City an award of $179,448.18 to cover construction problems associated with the storm drain.

Claim 11: Defective Chain Link Fence

The City acknowledges that it may not have a claim because the fence foundations were a deferred submittal. However, the City excavated fence foundations in tennis courts C-13/E-10 and C-14/E-11, and found that in numerous instances, the courts did not have the required 36" pole footing, 18" required diameter, or 33" pole embedment. Therefore, the City asserts that it received an inferior product and APCO reaped material cost savings and reduced concrete expenditures.

APCO asserts there were two submittals for fence pole foundations. First, small chain link fence poles only required a 30" embedment. Second, the larger 10' posts required a 48" embedment. Mr. Platt testified that the footing the City submitted as defective were in fact consistent with both APCO submittals, and that there had been no failure of the fencing.

Referring to Bates No. APCO052423, which shows that for the shorter fence post foundations, only 18" footing were required, as measured from the bottom of the tennis court slab (30" if measured from the top of the tennis court surface). The evidence produced fails to distinguish between the two different footing requirements. Reviewing the City's photos of post foundations (Bates No. CLV-B9-000075-102) also fails to differentiate between the two requirements. The City admitted that its claim is shaky; however the City asserts that it has not received the updated deferred submittal necessary to complete its evaluation of this claim.

APCO should be required to update any deferred submittal so that the City can properly evaluate this claim. However, there was testimony that two different footing foundations were required. Mr. Walker was unaware of this requirement and the City's claim obviously would not reflect this reality. Yet APCO's evidence supported its claim that it built the foundations according to the submittals. Therefore, I would deny the City's

claim.

Regarding the pole-in-pole issue, the City identified areas where APCO placed a 4" pole over a 3" pole to cover up what APCO that was a construction defect. The result is that some of these poles do not have foundational Support. The City has suggested a fix that would cost $1,500 per court in 15 different locations.

APCO admits to its mistake, but states Mr. Walker testified the City would accept an engineer's letter stating that the pole-in-pole condition did not present a structural issue. On September 9, 2008, APCO's Mr. Chen sent a letter to the City stating the condition was structurally sound. However, Mr. Chen is not exactly a neutral party, and therefore I would grant the City's request for $22,500.

Claim 12: Missing Thickened Edge at Tennis Court Concrete

The City is claiming that APCO failed to build the thickened edge to the required 24" thickness, failed to install required dowels without approval for the deletion, and failed to install 9 construction joints. The City asserts damages of $44,912.

A. Thickened Edge

APCO claims the City's plans were in conflict with the USTA requirements for a thickened edge. Mr. Barr, APCO asserts, directed it to have Tension Courts of Nevada design the tennis courts to resolve these conflicts. Therefore, the shop drawings produced, built upon, and inspected from, had a thickened edge of 12" x 12" at a 45-degree angle, rather than the City's 12" x 24" with a 90-degree angle. Furthermore, the new designs included the deletion of construction joints on the courts. Finally, APCO states the dowels were only required in areas where there was 4" of concrete. Dowels were installed, however, were certain construction joints were required because of a conflict in the plans. This was inspected and an NCN was never issued, APCO asserts. APCO bid the Project based on the City's drawings, which had a larger thickened edge than was actually built. Therefore, the City should receive a credit.

B. Missing Dowels

I agree with the Majority. No 4-inch concrete was constructed on the Project, and

therefore no dowels were required. This portion of the City's claim is denied.

C. Missing Thickened Edge at Construction Joints

APCO claims that the tennis courts were built according to Post Tension Court of Nevada's shop drawings. However, the evidence presented by the City shows that a construction joint was indeed placed between two courts, however 9 other such joints are missing. APCO obviously failed to construct these joints and thickened edges. Therefore, I would grant the City's claim in the amount of $37,902.00.

Claim 13: Missing Playground Equipment

The City asserts plan sheets SD-9, SD-10, SD-11 and Technical Specification 02865, Recreational Equipment specified the playground equipment required on the Project. The City argues APCO failed to install the required equipment when APCO substituted certain pieces that were not available from what APCO claimed was the required manufacturer. However, the City asserts there were only suggested manufacturers, and that APCO was required under the contact to provide "approved or-equal" equipment from another manufacturer which met the City's requirements. The City further claims merely because it accepted the as-built playground through Mr. Lewis or Mr. Barr, APCO was not relieved of its obligation to install the equipment per contract requirements. Finally, the City rejects the letter from Evan Recreation Installation, which the City alleges tries to show that certain equipment called for in the Technical Specification was not drawn in the bid document. According to the City, GC 6 states that the Technical Specifications take precedence over the bid documents. Therefore, APCO was required to build the playgrounds with every piece of equipment listed in Technical Specification 02865. The City claims APCO has been unjustly enriched by the changes, and seeks damages in the amount of $70,668.

APCO claims it tried to use GameTime, which resulted in differences from the items suggested by Miracle Playground Equipment, which the City used in its plans. Initially APCO prepared a submittal on the playground equipment using GameTime, which the City rejected. However, when tile shade structures in the playground area required the addition of 6 poles for the shade structures, APCO had to redesign the playground area.

APCO submitted a supplemental playground submittal, and eventually, APCO asserts, the City accepted the playground equipment. APCO argues Mr. Lewis, during testimony, admitted that the different/missing playground equipment he identified on July 14,2008, was not on the final punch list. Additionally, APCO claims the City's expert, Mr. Sikorski, has failed in proving the City's damages because he did not solicit bids or quotes from playground equipment suppliers, but only talked to Miracle Playground Equipment. APCO argues its letter from Evans Recreational shows that the City actually received a deal on the playground equipment. Finally, APCO argues the City should have raised any issues during the final walk through and the City is not entitled to any recovery. GC.6(A) states:

> The Bidding and Contract Documents include various divisions, section, and conditions, which are essential parts of the work to be provided by the Contractor. A requirement OCCUlTing in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following order precedence will govern:
>
> 1) Contract Summary
> 2) Addenda
> 3) Instructions to Bidder
> 4) General Conditions
> 5) Technical Specifications
> 6) Drawings
> 7) Reference Standards

The City has asserted 31 items which it claims APCO failed to install. In a March 17, 2004 email to Cassie Ridenour, Henry Sudweeks of Miracle Playground wrote about whether a submittal had been made yet. "The contractor is looking to push another manufacturer on the submittal. There are many items on the plan that they cannot match with an equal or will provide something that is not the same height or configuration." See APCO-SCI006215.

Mr. Lewis reviewed the playground equipment before he testified on July 17, 2008, and indicated missing equipment or equipment he felt was cheaper than what the specifications called for. Mr. Barr testified that APCO did additional work in the playground area, including the installation of roughly 6 poles. APCO submitted evidence

that the playground had to be redesigned due to the Sunport sunshades and the addition of these poles. Therefore, Mr. Lewis' review of the playground equipment as-built would naturally differ from the conditions specified. As Mr. Barr stated in his testimony, there were trade-offs in this area, and he felt everyone came out even. Mr. Barr admitted that APCO did use an approved playground equipment manufacturer to complete its work. Due to the re-design that was necessitated by the shade ports, the testimony of Mr. Barr and Mr. Lewis, and the letter of Evans indicating the City had received what was called out for in the specifications, I would deny this claim.

Claim 14: Missing Perimeter Tendons at Tennis Courts

I agree with the Majority that APCO should reimburse the City for failing to install another perimeter tendon. However, the City estimated a cost of $42,252 which I find reasonable. Therefore, I would grant the City an award of $42,252.00.

Claim 15: Missing Post-Tension Test Results

I agree with the Majority that APCO was required to provide these test results under the Contract. APCO would have included an estimate for this in its bid, and therefore should be required to return the money for work never completed. Therefore, I would grant the City's claim of $15,064.00.

Claim 16: Missing Flatness Tests for Tennis Courts

Technical Specification 02755, *Post-Tension Concrete for Tennis Court Construction,* section 3.4, specified APCO had to meet F(F) 50 tolerance for flatness on all tennis courts. Section 3.4(A) requires APCO to measure the F(F) tolerance to ensure compliance. Somehow the Majority believes APCO had no responsibility to provide the results of these tests to the City, thus requiring the City to spend additional money to complete its own check. This is a City project, and APCO would have budgeted for such tolerance measurements and the City would have paid for such work. Therefore, such measurements belong to the City and APCO should have turned them over accordingly. APCO had no right to demand a change order, as this was called for in the specifications. Because the City had to duplicate work which it already paid for, I would grant the City's

claim for $2,000.00.

Claim 17: Court Storage Areas

The City claims APCO failed to construct 11 court storage areas in compliance with SD-16, Detail 4. The City asserts APCO has been unjustly enriched and asserts damages in the amount of $11,268.

APCO claims the City, through Mr. Barr, directed APCO not to install the fabric on the stop of the storage areas. APCO notes that this issue never made it on the punchlist. Finally, APCO asserts that the actual cost for purchase and installation would only be $1,850.31, but considering the City's field directive and failure to request a deductive change order, the claim should be denied.

SD-16, Detail 4, notes that fabric is to be installed on the top of the storage areas and the inside. APCO provides no citation to Ms. Foley's testimony that she expressed a concern regarding trash collecting on the top of the storage areas if the fabric was installed. Indeed, the only person APCO can cite to that a field directive was ever issued was Mr. Platt relaying a hearsay statement of Mr. Barr. The fact that the City did not bring this up during the walk through or seek a deductive change order does not excuse the fact that APCO was paid for the installation of the fabric inside these storage units. However, I disagree with the Majority's reliance on Mr. Pelan. The City's expert calculated $11,268.00 and I would, therefore, grant the City's claim in that amount.

Claim 18: Missing Perimeter Wind Screen

I agree with the Panel's conclusion regarding the oversight on both the City and APCO's part. However, I find the City's estimate of cost reasonable, and would grant the claim in the amount of $30,911.00.

Claim 19: Turf Deletion Credit

I would deny this claim because the City has failed its burden of proof. The City argues the contractor: (1) failed to provide credit for over-excavation; (2) failed to provide credit to prepare and place 2" minus; (3) failed to provide credit for subsoil finish preparation; (4) failed to provide adequate placement of amended topsoil; (5) overcharged

for Type II aggregate base; (6) failed to provide markup on the deduction credit; and (7) improperly charged the City for bond premiums. Although the City cited technical specifications, it did not cite any evidence to support its position that APCO failed to provide the respective work or credits. Therefore, I would deny the City's claim.

Claim 20: Diminished Concrete Pavement - Phase IB

I agree with the Majority and would deny the claim. GES was responsible for ensuring the concrete on the Project complied with specifications. No issue was raised during construction and the evidence proved fiber mesh was present.

Claim 21: Missing Concrete Headcr - Phase IB

I agree with the Majority on this claim, and would award the City $80,145.00.

Claim 22: Credit for Delcted Soil Over-Excavation

Although I agree with the City that APCO's actions are worrisome, the meeting minutes reflect the reality that APCO's scope of work was changed by the City. Additionally, the City has failed to point to any change order which sought a deductive credit for this change in work scope. Therefore, I would deny the City's claim.

Claim 23: Tennis Court Slab Thickness

This claim was removed by the City.

Claim 24: Miscellaneous On-Site Improvements

This claim has been resolved by the parties and withdrawn.

Claim 25: Off-Site Improvements

Considering Mr. Walker's testimony regarding this matter, I agree with the Majority and do not believe APCO is responsible for this fee assessment.

Claim 26: Facility and Structural Improvements

This claim has been withdrawn.

Claim 27: Tennis Court Cabanas

I agree with the Majority regarding this claim.

Claim 28: Miscellaneous Electrical Improvements

I agree with the Majority, APCO has an obligation to assist the City in closing

permits.

Claim 29: Walls and Fencing

The City is not considering financial costs in this claim, but wants the panel to remind APCO of its obligations to close permits. As far as permits regarding this claim have not been closed, I would urge APCO to work with the City to achieve this.

Claims 30 and 31: Liquidated Damages in Phases IA and IB

See Claim 40.

Claim 32: Investigative Costs - Tennis Courts

I disagreed with the Majority's finding that the City was at fault for the tennis court construction because of RFI 71. As far as the Panel finding that GPR testing completed by the City was not credible, I would deny the City's claim for those costs. However, the evidence shows APCO improperly constructed the tennis courts, and the City is going to have to correct those deficiencies. Therefore, I would grant the City $12,558.00 for the time spent inspecting APCO's faulty construction.

Claim 33: Investigative Costs - 6 inch Panels

Again, the City has asserted this claim due to APCO's deficient construction. Therefore, I would grant the City $11,770 for the costs associated with investigating this claim.

Claim 34: Investigative Costs - 5 inch Panels

Along the lines of Claims 32 and 33, I would grant the City's cost of $3,939.00 in investigative costs only.

Claim 35: Investigative Costs - Pavers

I disagree with the Majority's reasoning regarding the City's Pavers Claim. I would grant the City's costs for investigating for this claim in the amount of $1,000.00.

Claim 36: Investigative Costs - Tubular Steel Fencing

The Majority finds this claim hard to understand, citing the fact that only the foundations had to be uncovered. However, this does not account for the time inspecting the fence for other deficiencies. Therefore, I would grant the City's claim for $8,000.

Claim 37: Project Record Documents

APCO claims that it provided the City As-Built drawings on September 14, 2005. However, the City cited the weekly meeting minutes dated September 24, 2005, stating APCO remained in custody of the As-Built drawings. Mr. Lewis testified that the drawings submitted by APCO did not reflect the as-built condition of the Project. APCO submitted drawings a second time, still with deficiencies, but the City accepted them because it felt those were the best it would receive from APCO.

The City has the drawings, although they may not reflect the as-built condition. Therefore, I don't find the City's damage claim reasonable. However, I would urge APCO to work with the City to ensure that a final As-Built set of drawings are presented that reflect the product APCO produced.

Claim 38: Outstanding Punch List

Interestingly, the Majority now believes it is proper for the City to give written notice to APCO, even though during APCO's claims the Majority found the City had waived any written notice requirements. This is unfair to adopt two different standards for the parties. Following the Majority's reasoning in APCO's claims, I believe that APCO had sufficient notice of punch list items and ample time to complete the work. The City produced three punch-lists along in 2005: July 29, 2005 for Phase 1B; September 1, 2005 for Phase 1A; and November 10, 2005 for a combined punch list. APCO was on sufficient notice that punch list items needed to be corrected. Therefore, any notice required APCO was waived when the City produced the punch lists.

The Majority couches this claim in terms of the City refusing to allow APCO to finish punch list items well into the arbitration. Although the parties continued to resolve punch list issues, this did not waive the City's right to preserve evidence that may be necessary for its claim. Although a "reasonable time" to finish the punch list items is not defined, 3 years is certainly beyond a reasonable time. Because I believe any notice requirement was waived by the City issuing the three punch lists in 2005, the City was well within its rights to prevent APCO from completing any further items on the punch list.

APCO argues under GC 39(D) requires some failure on APCO's part to complete punch item lists and the City incurs actual costs completing such work. However, nothing in GC 39(D) requires the City to actually complete the work; it states *"all costs for completing those remaining items may be deducted by the Owner .... "* No precondition exists for the City to complete the work before seeking reimbursement. Therefore, I would allow the City's claim of $125,450.00.

Claim 39: Arbitration Costs

The Contract does not allow for arbitration costs. Therefore, I agree with the Majority regarding this claim.

Claim 40: Subcontractor Bonding - Liquidated Damages

The City has asserted that it did not take occupancy of Phase 1A until September 2, 2005, 122 days past the overall contract completion date of May 5, 2005. Subtracting 76 days of non-compensable time extensions, the City asserts liquidated damages for Phase 1A for 46 days of delay. In Phase 1B, the City asserts the date for completion was January 3, 2005, and APCO finished 192 days late, on July 17, 2005. The City asserts there were 134 days of non-excusable days for which the City seeks liquidated damages. The City is asking for liquidated damages regarding APCO's alleged failure to obtain subcontractor bonding (Claim 40) and APCO's untimely completion of the Washing/Buffalo Project ("The Project") (Claims 30, 31).

The City argues the liquidated damage provisions are valid and enforceable. Specifically, the City asserts no actual damages are necessary and that a liquidated damage provision may be an estimate of potential damages. Additionally, public policy favors imposition of liquidated damages in public works contracts, and such damages are uniformly upheld by the courts. Finally, the City argues that a liquidated damages provision must look to the reasonableness of the damage forecast in light of the facts known to the parties at the time of contracting.

Arguing against liquidated damages for Phases 1A and 1B, APCO argues the City failed to perform any delay analysis to determine if in fact there was an excusable delay on

the Project. Furthermore, the City merely relied on Mr. Haeger's report for liquidated damages, which was reduced from $1,470,000 to $808,000. However, APCO argues that it was entitled to excusable and compensable delays, and thus the City may not assert liquidated damages.

APCO argues the liquidated damage provision is an unenforceable penalty and cannot be awarded where there is no possibility of actual damages. However, APCO asserts if actual damages exist, the liquidated damages must be proportionate to the actual damages in order to be enforceable. However, liquidated damages should not apply to the subcontractor bonding issue

In determining the basis for the City's other claims, APCO states the Panel must interpret the parties' obligations according to the parties' intent prior to the dispute. Furthermore, the Panel must make a reasonable interpretation of the contract, where reasonableness is determined by trade custom and industry practices.

APCO argues the City has waived strict compliance with the Contract. Specifically, APCO argues City personnel waived the requirement for written changes by making oral changes. Therefore, APCO argues the City is estopped from asserting breach of contract based on the City personnel's oral directions. No material breach exists, APCO asserts, because it has substantially performed under the Contract. Furthermore, APCO has a right to repair any nonconforming conditions based on (I) General Condition ¶¶ 19 and 39 of the Contract; (2) a common-law right to repair construction defects; and (3) the covenant of Good Faith allows contractors to repair before the owner assert a claim for damages. APCO argues the City's claims for $21,000,000 for repair and removal amount to economic waste. Finally, APCO claims there is a negative inference against the City for failure to call specific witnesses that had the most knowledge regarding certain City claims. Therefore, APCO argues the City's claims fail as a matter of law.

A. Liquidated Damages - Delays in Phases IA and IB

The City first asserts liquidated damages regarding their claims 30 and 31. The City argues the liquidated damage provision is enforceable under Nevada law without evidence

of actual damages, so long as the parties have stipulated to a liquidated damage provision that is a reasonable estimate of potential damages. The City claims public policy favors imposition of such damages in public works contracts, and are uniformly upheld by courts. APCO argues no liquidated damages are allowed because it has been previously determined that APCO was not late in performance, due to excusable and compensable delays.

Nevada recognizes the freedom to contract includes the right to make a contract which provides for liquidated damages or forfeiture clauses. See Loomis v. Lange Financial Corp., 109 Nev. 1121, 1125, 865 P.2d 1161, 1163 (1993) (noting non-enforceability of liquidated damages is a limitation on the freedom to contract based on public policy in courts of equity.) The question of enforcement is one of law, and for the courts to decide. See id. at 1125-26, 865 P.2d at 1163.

Under Nevada law, liquidated damages are prima facie valid, and the onus is on the challenging party to prove otherwise. Id. at 1156, 865 P.2d at 335 (citing Haromy v. Sawyer, 98 Nev. 544, 546-47, 654 P.2d 1022, 1023 (1982)); see also Loomis, 109 Nev. at 1126, 865 P.2d at 1164. This burden still rests on the challenging party even where there has been no evidence presented of actual damages. See *id.*, 865 P.2d at 1164 (where both sides failed to present evidence of actual damages, the court held the challenging party had not proved the liquidated damage clause was an unenforceable penalty.).

Whether a liquidated damage clause is enforceable or deemed a penalty, and therefore unenforceable, is determined by what the liquidated damage clause tries to achieve. "[T]he distinction between a penalty and liquidated damages is that a penalty is for the purpose of securing performance, while liquidated damages is the sum to be paid in the event of nonperformance." Mason v. Fakhimi, 109 Nev. 1153, 1156, 865 P.2d 333, 335 (1993). A liquidated damages clause is enforceable if (1) the estimated damages are reasonable in light of the actual or anticipated loss caused by the breach party; and (2) at the time of contracting, it was difficult to ascertain actual damages. See R.2d Contracts § 356(1). "[T]he challenging party must persuade the court that the liquidated damages are

disproportionate to the actual damages sustained by the injured party." Id. at 1156-57, 865 P.2d at 335.

However in construction contracts, the liquidated damages are not the sole amount recoverable by the non-breaching party. Where a liquidated damage clause provides it is solely for a delay in performance, actual damages are still recoverable. See Spinella v. B-Neva. Inc., 94 Nev. 373, 376, 580 P.2d 945, 947 (1978); cf. Mason, 109 Nev. at 1157, 865 P.2d at 336 (holding a non-breaching seller was entitled to both liquidated damages and the forfeiture of a deposit due to a seller's breach of a sales contract) see also Pacific Emplovers Ins. Co. v. City of Berkeley, 158 Cal.App.3d 145, 156 n.6 (Cal. App. Ct. 1984) (listing cases from other jurisdiction which hold that in cases of contractor abandonment, both actual and liquidated damages are recoverable.).

General Condition 39(B) states:

> Liquidated Damages. Time is an essential elements of this Contract. The Contractor needs to vigorously proceed with the Work to completion. The parties recognize that in the event the Contractor does not meet the deadline for completion, the Owner will suffer damages resulting from additional architectural and engineering services, inspection, supervisors and contract administration and that the amount of such damages are uncertain at this time. For that reason, in the event of failure on the part of the Contractor to complete the Work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by written authorization by the Owner, or failure to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specific in the contract or any extensions thereof. The Contractor shall pay to the Owner, as liquidated damages, the sum of five thousand dollars ($5,000) for each calendar day of delay for work related to Phase lB, and the sum of three thousand dollars ($3,000) for work related to Phase 1A until such reasonable time as may be required for substantial completion of the Work, together any increased costs incurred by the Owner in completing the Work. The signing of the Bid Proposal by the Bidder shall be prima facie evidence that he agrees that the amount of liquidated damages is fair and reasonable ... The Owner permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract. The Owner may waive such portions of the liquidated damages as may accrue after all work is completed, except final clean-up at the site.

The Contract between the City and APCO is clear and unambiguous regarding the liquidated damages. GC 39 provided for liquidated damages for APCO's delay in failing to

complete the project within the Contract period. The City was unable to reasonably calculate actual damages that would result from APCO's failure to timely complete the Project. Therefore, the liquidated damage clause was not unreasonable.

Furthermore, the burden was on APCO to prove that the liquidated damages clause was a penalty and therefore unenforceable. See Mason, 109 Nev. at 1156, 865 P.2d at 335. In Mason, the Nevada Supreme held that a challenging party must show the disproportionality between the liquidated damages asserted and the actual damages suffered. Id. at 1156-57, 654 P.2d at 335 (citation omitted). There, the court upheld a liquidated damages provision because the challenging party failed to meet this requirement by putting forth any evidence. See id. at 1157, 865 P.2d at 336.

APCO's defense fails. APCO has not put forth sufficient evidence to rebut the presumption of validity. APCO relies on its arguments that it was entitled to excusable and compensable delay days. However, APCO's burden was to prove the actual damages suffered was disproportional to the liquidated damages asserted. APCO failed to do so, and merely relied on its case-in-chief arguments. However, as I held, APCO had failed its burden of proof regarding its claims for delay damages. Therefore the liquidated damages provision is enforceable. See Loomis, 109 Nev. at 1126, 865 P.2d at 1164. The City is claiming that APCO had 46 days of delay during Phase 1-A at a rate of $3,000 per day. Thus, the City seeks liquidated damages for delay during Phase 1-A in the amount of $138,000. During Phase 1-B, APCO had 136 delay days at a rate of $5,000 per day. Therefore the City seeks liquidated damage for delay in Phase 1-B totaling $670.000.

The City completed a delay analysis to support its findings of delays during the Project. Therefore, I would grant the City's claim for $808,000 for liquidated damages.

B. Liquidated damages - subcontractor bonding

The City asserts that there were numerous subcontractors who violated the bonding requirement during construction. The City continually stated it would impose liquidated damages for failure to meet the bonding requirements. The City asserts that it paid for bonding of the subcontractors, but some remained unbonded. The City asserts this

amounted to $404,058. The City also asserts that it is due liquidated damages for failure to have subcontractor bonding in the amount of $4,484,000. However, in lieu of the liquidated damages, the City asserts it is at least due the $404,058. Furthermore, the City asserts that although numerous subcontractors were not bonded during the project, the City paid in change order for bonding premiums. The City claims the total amount due for such false premiums amounts to $23,159.81.

APCO argues the City's assertion here is a misreading of the contract. Furthermore, APCO urges rejection of this claim, as the City has not sustained any damages and the City has never enforced this provision on prior projects.

APCO argues that even if this provision was enforceable, the timing only relates to the prime contractor's performance bond and does not clearly identify the bonds required. APCO asserts that this provision was only triggered five days after the Notice to Proceed on APCO's bond, and that subcontractor bonds were only due upon request. Furthermore, APCO claims the City has sustained no damages because only APCO's bond indemnified the City, as the City was not required to be an obligee on the subcontractor bonds. Only APCO was at risk if it did not get all of the subcontractors' bonding. Without actual damages, APCO argues the City has no claim.

Additionally, APCO asserts the City has not historically enforced this provision. Ms. Edelman testified that she was not aware of the City assessing liquidated damages for a prime contractor's failure to obtain proof of subcontractor bonding. Because the City did not have a consistent policy, APCO claims that no bond premiums were included in subcontractors' bids. APCO admitted on one project, an electrical subcontractor was required to prove bonding, but such proof has not been required, according to Mr. Pelan's testimony, on other City projects.

Mr. Richardson, CG&B, and Las Vegas Paving all presented testimony identifying projects in which they were either general contractors or subcontractors. In all instances, they testified that the City never required proof of subcontractor bonding, nor assessed liquidated damages. Furthermore, APCO claims no subcontractor bonding premium was

included in the bid prices because of the City's practice of not requiring such proof.

Finally, APCO argues that the City had access to information to confirm bonding of subcontractors from the beginning of the Project. APCO states it gave the City the required proof of subcontractor bonding after construction began. Furthermore, APCO asserts the City was aware that subcontractors were performing work worth more than the face value of their performance bonds. APCO points to Ms. Eldemans' testimony that it was the City's responsibility during construction to object and make inquiries regarding subcontractor bonding. Lastly, APCO argues the City waived the subcontractor bonding requirements for those subcontractors providing synthetic turf work. As evidence of the City's bad faith, APCO points to Mr. Walker's testimony that he will recommend discontinuing use of the provision.

ITB. I 8, *Bonds and Insurance,* states:

> Prior to execution of the Contract, and not later than five (5) working days after the notification of award, the successful Bidder shall furnish the required bonds and insurance to the Owner.
>
> If the bonds and insurance are not submitted within the time specified or are not kept in effect during the Contract Term, the Contractor will pay the Owner the amount of eight thousand dollars ($8,000) per calendar day as liquidated damages.
>
> IF Contractor does not maintain the coverages required throughout the entire Contract Term, Owner may, at any time the coverage is not maintained by the Contractor, order the Contractor to stop work, assess liquidated damages as set forth herein, suspend or terminate the Contract.
>
> A. Bonds
>
> . . .
>
> 9. The Contractor shall require each Subcontractor who will perform work in excess of $50,000.00, or one percent (1 %) of the Contract Amount, whichever is greater, to furnish the following bonds:
>
> a. Labor and Material Payment Bond in an amount equal to the amount of the subcontract ensuring payment of all the obligation of the Subcontractor under the subcontract.
>
> b. Performance Bond in an amount equal to the amount of the subcontract ensuring performance of all the obligations of the Subcontractor under the

subcontract.

> Such bonds shall comply with the requirements of Subsections 6, 7, and 8 of this Section. The Subcontractor shall provide such bonds prior to the commencement of any work in on the Project. The General Contractor shall submit proof of the Subcontractor's bonds to the Owner upon request.

(See City's Bates No. CL V-B 1-000026, pp. 19-20.)

A plain reading of the Contract shows that subcontractor bonds, though they were not required to be produced in the same time frame, were required during the Contract Term.

(See id. at pg. 19, ¶ 15) ("If the bonds ... are not kept in effect during the Contract Term, the Contractor will pay the Owner [liquidated damages]."). This section precedes Section A, which details the bonds required of both the General Contractor and the Subcontractor. Furthermore, the City noted in Ex. 666-A that APCO was required to submit copies of all subcontractor bonds.

One of the City's remedies for failure to perform was to assert liquidated damages. The City showed that numerous subcontractors at one time failed to post bonds or failed to post bonds which adequately covered its costs during the Project. The City asserts APCO obtained an unfair bid advantage through these tactics. APCO argues that the bonding requirement is not clearly identified and any timing issue was related to APCO's bond, not to subcontractors. Additionally, APCO argues the City cannot prove actual damages for APCO's failure to have subcontractor bonding.

As noted above, a liquidated damages clause is enforceable if (1) the estimated damages are reasonable in light of the actual or anticipated loss caused by the breaching party; and (2) at the time of contracting, it was difficult to ascertain actual damages. See R.2d **Contracts** § 356(1). Where the purposes of the liquidated damages clause is deemed to act as a penalty to secure performance, it will be invalid. Mason, 109 Nev. at 1156, 865 P.2d at 335.

Here, the City's calculated a per day cost of the Contract to be $61,660.00. However, if instead of assessing liquidated damages, the City terminated the Contract, the actual

damages suffered by the City would have been difficult to ascertain at the time of contracting. The City's liquidated damage of $8,000 is reasonable in light of the actual or anticipated loss (at least $61,660 per day). Therefore, the City's liquidated damage clause is not a penalty and thus enforceable.

The City's evidence details the number of days each subcontractor failed to meet the bonding requirement:

1. Noorda Sheet Metal - Never submitted a record of bonding;

2. Wheeler's Electric, Inc. - Wheeler's was required to post a bond equal to its subcontract ($5,512,342) but only posted a bond of $1,707,118. Therefore, APCO and Wheeler's breached the contract requirements.

3. CG&B Enterprises - CG&B had four subcontracts with a total value of $4,285,067, but only a bond for $1,401,418 was submitted for the Phase I-A subcontract. Therefore, APCO and CG&B breached the contract requirements.

4. Richardson Construction - Richardson's subcontract was for $5,609,373, but only submitted a bond of $1,259,000. Therefore, APCO and Richardson breached the contract requirements.

5. Geneva Landscaping - Geneva's subcontract totaled $4,542,381 but posted a bond for $1,000,000, well below its subcontract value. Therefore, APCO and Geneva breached the contract requirements.

6. Northstar Concrete. Inc. - Northstar had a subcontract for $766,000 but failed to post a bond, in violation of the contract.

The City asserts APCO and its subcontractors violated the bonding requirement for a total of 606 days, at $8,000 per day. Thus, the City is seeking liquidated damages for the bonding issue totaling $4,848,000. The City argues at a minimum, it is entitled to $404,058, as this is the difference between the required bonding and what was actually bonded at bonding premium rate of 2.5%. The City's Contract with APCO was clear that subcontract bonding was required. As the evidence shows, the City enforced this provision throughout the contract period. However, APCO either failed to submit the required bonds or failed to provide sufficient bonding. Therefore, I would grant the City's claim for liquidated damages in the amount of $ 404,058.00.

C. Improper Bond Billings in Change Orders

The City has proved that throughout the Project, numerous subcontractors failed to properly bond their work, yet the City was charged bond premiums. Therefore, I would

grant the City's claim for reimbursement of bond premiums in the amount of $23,159.81.

D. Reimbursement for Change Orders

1. *Change Order 26*

The City notes waterproofing was a line item in APCO's bid sheet, identified as "Waterproofing @ Stadium Planters/Sealant/Caulking." However, the change order in issue was for additional waterproofing around the stadium walls. This change order was correctly issued, and I would deny the City's claim.

2. *Change Orders I09 and II3*

The Majority denies this claim based on its erroneous finding that Project completion was February 2005. However, I disagreed with this finding, and believed that the proper Project completion date was May 2005. Therefore, I would grant the City's request for reimbursement in the amount of $110,103.00, as this was a contractual requirement for APCO.

E. Reimbursement on Interest on Retention

The Majority denies this claim because it has found that the APCO's claim exceed the City's the amount awarded to the City. Because I have come to the opposite conclusion, I believe the City is due a credit for this in the amount of$16,845.76.

Summary of the City's Claims

Below is my final award to the City of $5,859,142.75. Where I agreed with the Majority on the merits, but disagreed on the award amount, I entered the amount I would have awarded the City.

CLAIM NUMBER	CLAIM SUBJECT	AWARD
1	Tennis Courts	$3,300,000.00
2	Defective Net Post Anchors	Covered under Claim 1
3	Concrete Plaza Pavers	$7,979.00
4 and 5	Defective Concrete: Phases 1A and 1B	$98,290.00
6	Defective Jogging Track	$29,000.00
7	Tennis Court Dimensions	Covered under Claim 1
8 and 9	Defective Tubular Steel Fence: Phases 1A and 1B	$500,000.00

10	Storm Drain	$179,448.18
11	Defective Chain Link Fence	$22,500.00
12	Missing Thickened Edge	$37,902.00
13	Playground Equipment	Denied
14	Missing Perimeter Tendon	$42,252.00
15	Missing Post-Tension Results	$15,064.00
16	Missing Flatness Test	$2,000.00
17	Court Storage Areas	$11,268.00
18	Missing Perimeter Wind Screen	$30,911.00
19	Turf Deletion Credit	Denied
20	Diminished Concrete Pavement: Phase 1B	Denied
21	Missing Concrete Header: Phase 1B	$80,145.00
22	Deleted Soil	Denied
32	Investigative Costs: Tennis Courts	$12,558.00
33	Investigative Costs: 6" Panels	$11,770.00
34	Investigative Costs: 5" Panels	$3,939.00
35	Investigative Costs: Pavers	$1,000.00
36	Investigative Costs: Steel Fencing	$8,000.00
38	Outstanding Punch List Items	$125,450.00
30	Liquidated Damages - Phase 1A	$138,000.00
31	Liquidated Damages - Phase 1B	$670,000.00
40	Liquidated Damages - Subcontractor Bonding	$404,058
40	Reimbursement for Bond Premiums	$23,159.81
40	Reimbursement for Change Orders	$110,103.00
40	Reimbursement for Interest on Retention	$16,845.76
TOTAL		**$5,859,142.75**

The City withheld $1,009,556.00 in retention. This amount should be deducted from the award as the City's award is larger than the retention withheld. Therefore, the City's award would be **$4,849,586.75**. As the Majority stated, no pre-judgment interest was stated in the Contract, therefore the rate is governed by NRS 99.040. Because the City was expected to have a finished product when it took official occupancy of the park, pre-judgment interest would accrue from the date of occupancy of the Project on September 02, 2005 until the judgment it paid.

SANCTIONS CLAIM

Although I agree with the Majority's conclusion to deny APCO's claim for attorney fees and costs as a sanction, the Majority takes one more opportunity to fault the City entirely for the project while simultaneously absolving APCO of any liability. Thus, I must respond to the Majority's *dicta* to ensure a proper record.

Nevada law states that attorneys' fees are available only if based on agreement, statute or rule or as part of foreseeable consequential damages. See Sandy Valley Associates v. Sky Ranch Estates Owners Ass'n, 117 Nev. 948, 955-56 (2001). The Majority is correct that the Contract between APCO and the City clearly prevents any award of attorney fees or costs associated with the presentation of claims. APCO did not argue that the fees were foreseeable damages available for breach of contract, and therefore, only a statute in support of the fees would be sufficient to justify an award. NRS 18.010(1) states "[t]he compensation of an attorney and counselor for his services is governed by agreement, express or implied, which is not restrained by law." Because there was an agreement that each party would bear its own costs, there is no justification to award APCO attorney fees under NRS 18.010(1). I also agree with the Majority that APCO failed to properly plead a breach of the covenant of good faith and fair dealing, and therefore no bad faith exists to justify an award of attorney fees. Cf. Sandy Valley, 117 Nev. at 959 (failure to properly plead attorney fees under NRCP 9(g) or litigate the fees at trial sufficient justification to deny attorneys' fees.)

However, the Majority has chosen to single out for all responsibility the City's management. Generally, the Majority asserts the City provided deficient plans and failed to cooperate with APCO in overcoming such deficiencies. In support of its argument, the Majority has relied on hearsay of APCO employees, alleged past City practices, and bias of City employees' testimony.

For instance, we heard Platt and Pelan time and time again refer to verbal directives of Barr as the basis for APCO's delay and equitable adjustment claims. The Majority ignores Barr's own testimony that he did not have authority to change the Project in any way. Mr. Barr's testimony was further supported by the actual contract, which stated that all changes had to be in writing and approved by Clair Lewis. These contract provisions were known to APCO, Barr and even APCO's expert and project consultant Frehner. Furthermore, the Majority and APCO cites past City practice of resolving delay claims at the end of the a project. However, City witnesses testified that contractors often waited to present delay claims to offset any liquidated damages claims the City might have. On this Project, the City was specific in what was required from a contractor in order to recover for any delay claims. However, the Majority ignored this testimony and the contract provisions and relies on evidence that in a court of law would not be admissible.

Amazingly, the Majority also faults the City for Walker's investigation of the City's counter-claims, stating "Mr. Walker was not an independent and unbiased consultant." However, the Majority saw no problem with Frehner's involvement in the beginning of the Project and with his analysis of APCO's delay claims. The double standard in the Majority's opinion is glaring on this point.

Finally, the Majority faults the City for bringing what it thought were unsubstantiated claims. However, in my opinion, APCO's entire equitable adjustment and delay claims were unsubstantiated and cost the City millions to litigate. APCO failed to abide by the contractual requirements for delay claims, and thus any claims it brought against the City which were not supported contractually were unwarranted and unsustainable. Furthermore, the City had its own issues with the Project that obviously

were not settled between the parties before arbitration. Therefore, the Majority should not scold the City for bringing forward proper claims that went unresolved before this arbitration.

INTEREST ON AWARD

As I stated in my dissent, APCO failed to show that it was entitled to any award in this case. Therefore, no decision is required regarding interest on the claim. Furthermore, because the award to the City was larger than the amount retained, there is no issue regarding interest on amounts properly retained by the City.

ARBITRATOR'S FEES AND COSTS

I agree with the Majority's decision regarding the arbitrators' fees and costs. The Contract clearly provided that the arbitrator's fees shall be assessed equally. Therefore, in accord with the Majority, the parties must account for their payments to each arbitrator to ensure neither has paid more than contractually required.

JAMES R. OLSON, Arbitrator

1784-26 slc

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Discussion and possible action regarding a new Package License subject to the provisions of the fire codes and Health Dept. regulations, Best Fellas, Inc., dba Super Liquor Mid Strip, 2301 South Las Vegas Boulevard, Jeffrey Nowak, Secy, Dir, 50% and Ramzi Suliman, Pres, Treas, Dir, 50% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a new Package License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to the provisions of the fire codes, Health Dept. regulations, and special use permit conditions.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Discussion and possible action regarding a Review of Conditions for a Massage Establishment License subject to the provisions of the planning codes, Chiropractic Healing Center Unlimited, Inc., dba Chiropractic Healing Center, 7250 Peak Drive, Suite 106, Cheree Johnson, Pres, Secy and Rufus Johnson, Treas, Dir - Ward 4 (Anthony) [NOTE: Item to be heard in the afternoon session in conjunction with Item 75 SUP-35739]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Review of Conditions for a Massage Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to the provisions of the planning codes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Temporary Locksmith License, NK Enterprises, Inc., dba A B C Locksmiths, 3981 West Sunset Road, Suite E, Nir Kaufman, Pres, Secy, Treas, Dir, 100% - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Temporary Locksmith 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.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Temporary Class II Secondhand Dealer License, Bargain Hunters, LLC, dba Bargain Hunters, 1200 South Rainbow Boulevard, Stacy Luxenberg, Mgr, 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 Six Month Review of a Temporary Class II Secondhand Dealer 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.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Discussion and possible action regarding a Ninety Day Review of a Temporary Martial Arts Instruction Business License, Chung Soo Kim, dba C S Kim Tae Kwon Do School, 9101 West Sahara Avenue, Suite 106, Chung Soo Kim, Owner, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Ninety Day Review of a Temporary Martial Arts Instruction Business 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: NOVEMBER 4, 2009

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

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding a new Locksmith License, Speedy Locksmith & Key, Inc., dba Able Lock & Key, 1913 East Charleston Boulevard, Sonia I. Osbourne, Pres, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact

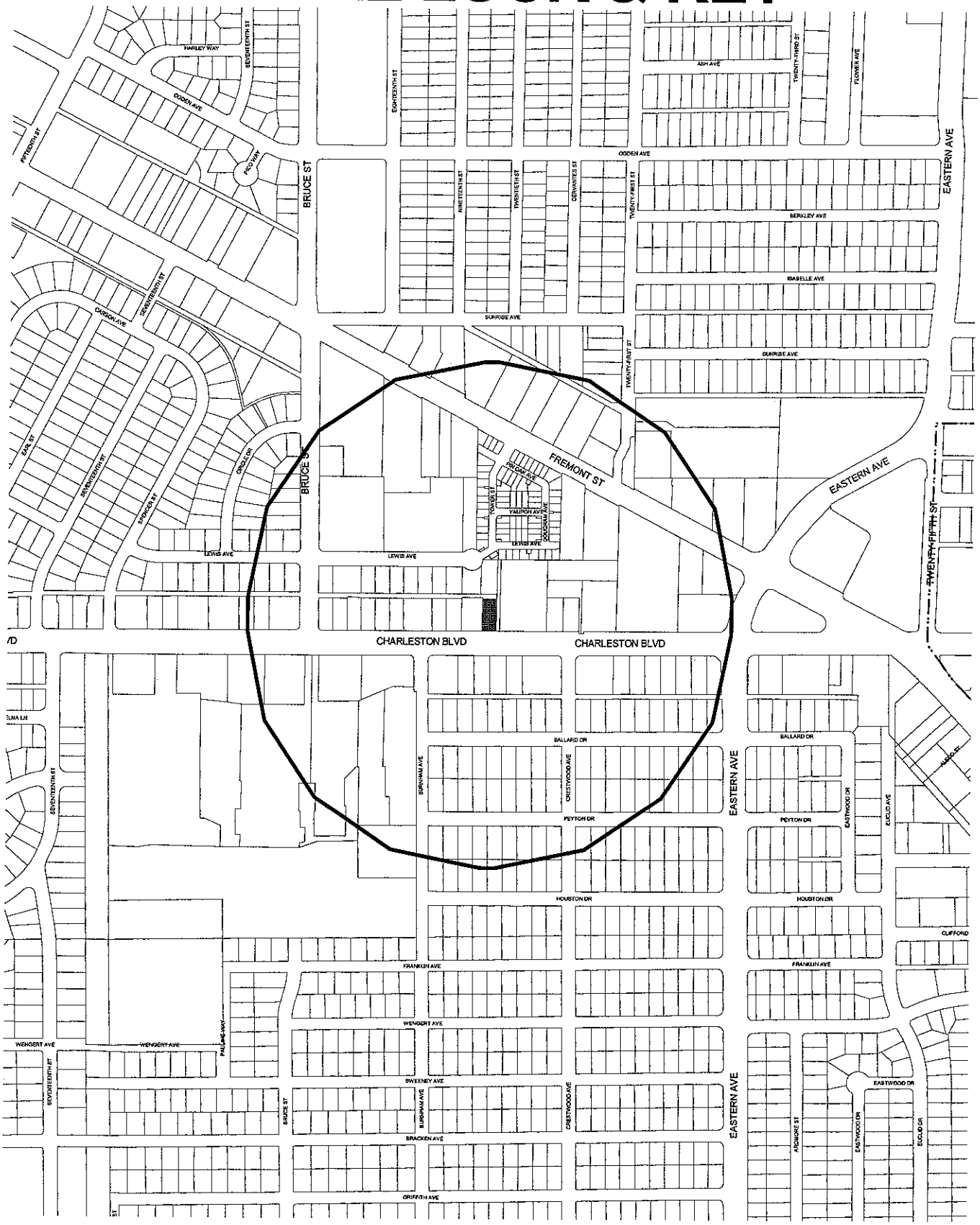
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a new Locksmith License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
Map

ABLE LOCK & KEY



City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Discussion and possible action regarding an Appeal of a Denial of a Reflexology Establishment, Tao Hong, Inc., dba Smile Foot Massage, 2600 West Sahara Avenue, Suite 117, Zhongzhi Lu, 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 an Appeal of a Denial of a Reflexology Establishment.

RECOMMENDATION:
Recommendation for Council to uphold the denial.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Report and possible action on the Corridor of Hope Collaboration and Ten-Year Homeless Plan - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Homelessness in Southern Nevada is an issue that requires everyone working together to effectively address. In 2009, the homeless census reported over 13,000 homeless persons in Southern Nevada, 2,000 more than the 2007 homeless census. Regional Partners in this effort include government (cities of Las Vegas, Clark County, North Las Vegas, Henderson, Boulder City, State of Nevada), Metropolitan Police Department, homeless service providers, faith organizations, businesses, civic organizations and citizens. The purpose of this report is to provide information on how the community is partnering to address homelessness and the city of Las Vegas' contribution to this effort.

RECOMMENDATION:
No action.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: November 4, 2009
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Report and possible discussion on the Corridor of Hope Collaboration and Ten-Year Homeless Plan - All Wards

---

- Homelessness in Southern Nevada is an issue that requires everyone working together to effectively address. In 2009, the homeless census reporter over 13,000 homeless persons in Southern Nevada, 2,000 more than the 2007 homeless census.

- Regional Partners in this effort include government (cities of Las Vegas, Clark County, North Las Vegas, Henderson, Boulder City, State of Nevada), Metropolitan Police Department, homeless service providers, faith organizations, businesses, civic organizations and citizens.

- Key regional partnership accomplishments include the provision of: outreach, shelter, housing, food, case management, treatment, counseling, basic needs, and the leveraging of funds.

- As a partner, the city of Las Vegas developed a homeless plan consistent with the regional homeless plan but focuses specifically on how the city of Las Vegas contributes to the regional partnership. The plan has 4 main strategies:

  1. Increase the Availability of Stable and Sustainable Housing.
  2. Strengthen Partnerships and/or Capacity of Community and Faith Based Organizations.
  3. Prevent Individuals and/or Families from Becoming Homeless.
  4. Facilitate the Transition from Homelessness through Case Management and Support Services.

- The City of Las Vegas implemented a Homeless Pilot program for the past 3 months and accomplished the following:
  - 20 households (52 family members) were rapidly housed.
  - Intensive case management services were given to assist with stabilization so families could access food stamps, medical assistance, mental health and/or substance abuse treatment and services, apply for social security benefits and so on.
  - An additional 80+ individuals were housed or relocated with their families in other states.

As we move forward:

- Continue our regional partnerships and collaborations to address homelessness.
- Implement HPRP Program and provide homeless services at Corridor of Hope Center.
- Recognize the short and long-term challenges our area is faced with but working collaboratively, we can effectively continue to positively help the homeless.

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Discussion and possible action on an Interlocal Agreement for Shared Funding between the City of Las Vegas, Clark County and the cities of North Las Vegas, Henderson and Boulder City to contribute $314,813.14 for regional homeless coordination and inclement weather shelter - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $314,813.14
Funding Source: General Fund
Dept./Division: Neighborhood Services/Initiatives Division

PURPOSE/BACKGROUND:
In September 2003, the Southern Nevada Regional Planning Coalition (SNRPC) Board adopted a Homeless Intervention Proposal and created the Committee on Homeless (CoH) in an effort to address the needs of homeless persons in Southern Nevada. The SNRPC Committee on Homeless has undertaken several significant tasks relating to the regional issue of homelessness, including the establishment of inclement weather shelter as well as regional coordination. The total cost of this effort, $1,068,975, will be shared among all local government entities on a population-based formula. The city of Las Vegas investment to this regional effort for fiscal year 2009-2010 is $331,382.25. These funds will be used to support and implement programs and services such as regional homeless coordination, inclement weather shelter, HMIS, and the homeless shelter and street count.

RECOMMENDATION:
Staff recommends approval of the agreement and authorizes the Mayor to execute any and all agreements upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Interlocal Agreement for Shared Funding Of Regional Homeless Coordination And Inclement Weather Shelter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: November 4, 2009
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Discussion and possible action on the Interlocal Agreement for Shared Funding with Clark County and the cities of North Las Vegas, Henderson and Boulder City to contribute $314,813.14 for regional homeless coordination and inclement weather shelter - All Wards

---

The SNRPC created the Committee on Homelessness (CoH) to address regional homeless issues. All jurisdictions are required to contribute to the CoH regional budget based on population. The city of Las Vegas contributed $ 290,760 for FY 2007-2008 and $331,382.25 for FY 2008-2009.

The total cost for FY 2009-2010 is $1,068,975 and will be shared amongst all local government entities. The city of Las Vegas requested investment to this regional effort is $331,382.25.

The CoH projects include:

- Inclement Weather Shelters – Provides approximately 342 winter night shelter spaces from November – March during the coldest nights of the year and 300 summer day shelter spaces from April – October during the hottest days of the year
- Homeless Management Information System (HMIS) - Homeless Management Information System that provides system access and support to over 20 homeless service providers for resource coordination and improved case management services. The Federal Department of Housing and Urban Development (HUD) mandates the use of system in order to receive homeless funds.
- Homeless Street And Shelter Count - Provides oversight of HUD mandated biannual homeless census. The Neighborhood Services Departments serves as the lead for the city of Las Vegas. As a result, over $15 million has been allocated to the Southern Nevada Continuum of Care. The Continuum of Care is a network of service providers who provide case management, and housing services mostly to the mentally ill, chronic homeless, veterans, and other homeless populations with unique issues.
- Coordination of Project Homeless Connect - The Project Homeless Connect event is held at Cashman Center every year and is a one stop shop event for homeless individuals and families where dozens of area service providers provide a plethora of services ranging from medical to housing in order to assist individuals in becoming housed and self sufficient. Last year over 2,500 homeless received some type of assistance.
- Evaluation efforts - includes the analysis of outcomes reported by our HMIS system to ensure regional goals are being met as well as the monitoring of all regional contracts including CoH, CoC, and special projects.
- Maintenance of the HelpHopeHome website as a one point access to homeless information, resources and events.
- Manages a year-round off site lodging program (funded by Clark County) which allows for rapid placement of people unsuitable for mass shelter.

INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
REGIONAL HOMELESS COORDINATION
AND INCLEMENT WEATHER SHELTER

This Interlocal Agreement is made and entered into this ____ day, of _____ 2009, by and among the COUNTY of CLARK (hereinafter referred to as "County"), and the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as "Cities").

WITNESSETH:

WHEREAS, County and Cities executed an Interlocal Agreement dated October 20, 1998, for the formation of the Southern Nevada Regional Planning Coalition (SNRPC), which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

WHEREAS, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

WHEREAS, the SNRPC approved the formation of a Technical Committee on Homelessness to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "Committee"); and

WHEREAS, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function.

NOW, THEREFORE, the following have been mutually agreed upon by all parties:

SECTION I: REGIONAL HOMELESS COORDINATION AND INCLEMENT WEATHER HOMELESS ACTIVITIES

The Committee is responsible for approving the comprehensive homeless plan and will oversee the coordination of regional homeless activities. The Regional Homeless Coordinator, hired by the SNRPC to implement the SNRPC's vision, philosophy of service, and regional approach to homelessness, has developed a comprehensive strategic plan for the homeless which was approved by the Committee. The plan addresses provisions for the homeless during inclement weather conditions. The Committee, recognizing the continuing immediate need to provide for the welfare and safety of the homeless, agrees to commit funds on a population-based formula for the duration of this Interlocal Agreement (July 1, 2009, through June 30, 2010), not to exceed

the amounts stated in Exhibit A for regional homeless coordination, inclement winter weather shelter, inclement summer day shelter, HMIS implementation, and various evaluation/survey efforts.

The Regional Homeless Coordinator will work with the political subdivisions, providers, and the public to incorporate these seasonal activities as a priority in the comprehensive homeless strategic plan to improve housing and service programs for the homeless in Clark County (among public, private, and non-profit jurisdictions), address competing goals and conflicting services, and reduce/eliminate duplication of services.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

Funding for regional homeless coordination and inclement weather activities will be shared among County and the Cities on a population-based formula, not to exceed the amounts stated in Exhibit A. County will bill Cities in turn after each City approves the Interlocal Agreement. Funds must be received within 30 days of billing.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause
   1. Upon thirty days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
   2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

B. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.

C. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

D. Terms of Agreement Each Party agrees to reimburse the County for its share of the costs related to Regional Homeless Coordination, Inclement Winter Weather Shelter, and Inclement Summer Day Shelter for the 2009/2010 fiscal year beginning July 1, 2009, not to exceed the amount stated on Exhibit A unless the Interlocal Agreement is terminated as set forth in paragraph A above.

E. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective, unless or until, it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

F. Other Party Liability County and Cities, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.

G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.

H. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.

I. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.

J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.

K. Independent Contractor County and Cities are independent entities and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Agreement.

L. Entire Interlocal Agreement This executed Interlocal Agreement contains the entire agreement among County and Cities relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral of written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.

M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2009, through June 30, 2010.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

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

Board of County Commissioners
Clark County, Nevada

Attest:

By: _____
Shirley B. Parraguirre, County Clerk

By: _____
Rory Reid, Chairman

Approved as to form:

By: _____
Robert J. Gower
Deputy District Attorney

City of Las Vegas, Nevada

Attest:

By: _____
Beverly K. Bridges, CMC
City Clerk

By: _____
Oscar B. Goodman, Mayor

Approved as to form:

By: J Parkello 10/21/09
Chief Deputy City Attorney

City of Henderson, Nevada

Attest:

By: _____
Monica M. Simmons, City Clerk

By: _____
Andy A. Hafen, Mayor

Approved as to form:

By: _____
City Attorney

City of North Las Vegas, Nevada

Attest:

By: _____
Karen L. Storms, CMC, City Clerk

By: _____
Shari Buck, Mayor

Approved as to form:

By: _____
City Attorney

City of Boulder City, Nevada

Attest:

By: _____
Pamella A Malmstrom
City Clerk

By: _____
Roger Tobler, Mayor

Approved as to form:

By: _____
City Attorney

Southern Nevada Regional Planning Coalition's
Committee on Homelessness
Proposed Budget with 5% Cut
FY 2009/2010

SNRPC Committee on Homelessness Supported Project	Share by Jurisdiction, based on General Population Percentage					
	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.4%	Las Vegas 31%	Clark County 43.8%	Joint Regional Commitment
Regional Homeless Coordination	$615.65	$8,465.19	$10,312.14	$23,856.44	$33,706.84	$76,956.26
Inclement Weather Shelter Winter night shelter (11/15-3/29) (342 beds) Summer day shelter (5/1- 9/30) (300 spaces) Seasonal nights in Henderson & Boulder City (2,192)	$5,656.36	$77,774.95	$94,744.03	$219,183.95	$309,685.71	$707,045.00
Emergency Shelter/Offsite Lodging Program						
Homeless Management Information System HMIS Project Manager: $79,975 Operational Expenses/Insurance: $69,399 METSYS Software Licenses/Supportive Services: $82,151	$1,852.20	$25,467.75	$31,024.35	$71,772.75	$101,407.95	$231,525.00
Homeless Census and Evaluation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Due for FY 09-10	$8,124.21	$111,707.89	$136,080.52	$314,813.14	$444,800.50	$1,015,526.26

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Discussion and possible action on a Memorandum of Understanding (MOU) between the City of Las Vegas, Clark County, the cities of North Las Vegas, Henderson and Boulder City, Southern Nevada Hospitals and WestCare Nevada, Inc. to contribute $257,424.01 for a Community Triage Center located at 930 North 4th Street - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $257,424.01
Funding Source: General Funds
Dept./Division: City Manager's Office

PURPOSE/BACKGROUND:
In 2004, the Southern Nevada Regional Planning Coalition (SNRPC) recognized a report that a significant number of chronic inebriated and mentally ill persons were being held in emergency rooms for long periods of time due to an insufficient availability of mental health beds and other alternative detoxification facilities. In 2005, the SNRPC agreed to create a centrally located Community Triage Center (CTC) for those mentally ill persons and chronic inebriates who are not in need of emergency room care. WestCare agreed to operate the CTC through their facility. This center has been funded for the past four (4) years by state and local governments with contributions made by area hospitals.

RECOMMENDATION:
Staff recommends approval of Memorandum of Understanding and authorizes the Mayor to execute any and all agreements upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Memorandum of Understanding between Westcare Nevada Inc. and Southern Nevada Hospitals Relating To The Provision of Funds For The Community Triage Center

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: November 4, 2009
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: **Discussion and possible action on a Memorandum Of Understanding (MOU) with Clark County and the cities of North Las Vegas, Henderson and Boulder City, Southern Nevada Hospitals and WestCare Nevada, Inc. to contribute $257,424.01 for a Community Triage Center located at 930 North 4th Street - Ward 5 (Barlow)**

- This is an agreement that has been funded since 2005. The total budget for previous years has been $2,845,498 with a CLV contribution of $282,371.72. The budget has been reduced by 5% resulting in a total budget of $2,703,233.10 with a CLV contribution of $257,424.01.

- The Community Triage Center (CTC) is a program of WestCare Nevada, Inc., a 501 (c) (3), tax-exempt organization with over 33 years of experience providing services in Southern Nevada. The facilities are open 24 hours, 365 days a year.

- The goal of the CTC is to help relieve local healthcare, social service and law enforcement systems burdened by an overwhelming number of people suffering from mental health and substance abuse disorders.

- The CTC provides an access point for people in crisis that can be used by individuals, hospitals and law enforcement agencies.

- The CTC staff triage the individual's medical condition, mental status, substance abuse and social service needs. They assess individuals to insure that they are appropriate to receive services at the CTC. Individuals with continuing medical problems or in need of further services, medications, prescriptions and referrals are given.

- The majority of CTC clients come directly from the community. Police and emergency service personnel divert individuals away from hospitals to the CTC after a brief field assessment. Additional admissions come from individuals who initially sought care in emergency rooms, but voluntarily came to the CTC. No individuals are refused due to an inability to pay for services.

- WestCare has a dedicated transportation department. A minimum of two vehicles, each with a driver and EMT, is available 24 hours, seven days a week. This department transports individuals in crisis to the CTC and other WestCare facilities, thereby reducing the demand on the police and emergency medical system for transportation services.

- Over 6,000 persons have been diverted from the hospitals, jails, and street since July 2006.

MEMORANDUM OF UNDERSTANDING BETWEEN WESTCARE NEVADA INC. AND SOUTHERN NEVADA HOSPITALS RELATING TO THE PROVISION OF FUNDS FOR THE COMMUNITY TRIAGE CENTER

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of July 1, 2009, by and among WestCare Nevada, Inc., a Nevada non-profit corporation ("WestCare"), Boulder City Hospital, Desert Springs Hospital, Sunrise Mountain View Hospital, Inc., a Nevada corporation ("Mountain View Hospital"), Catholic Healthcare West, a California nonprofit public benefit corporation d/b/a St. Rose Dominican Hospitals, Southern Hills Medical Center, LLC, a Nevada limited liability company ("Southern Hills Hospital"), Spring Valley Hospital, Summerlin Hospital, Sunrise Hospital and Medical Center, LLC, a Nevada limited liability company ("Sunrise Hospital"), University Medical Center, Valley Hospital and North Vista Hospital (together referred to as the "hospital parties"), and Clark County, City of Las Vegas, City of Henderson, City of North Las Vegas, and Boulder City (together referred to as the "Local Governments"), to provide funds for the Community Triage Center, also known as the Crisis Triage Center, operated by WestCare at 930 North 4th Street, Las Vegas, Nevada 89101.

WITNESSETH:

WHEREAS, the Southern Nevada Regional Planning Coalition has recommended certain strategies which are contained in a report issued by the Southern Nevada Mental Health Coalition and the Chronic Public Inebriate Task Force (the "Report"), to help resolve problems associated with emergency room and detention center overcrowding by mentally ill persons and chronic inebriates; and

WHEREAS, the Report determined that a major contributing factor to the overcrowding problem is that the reason that a significant number of chronic inebriates and mentally ill persons are being held in emergency rooms for long periods of time is due to insufficient availability of mental health beds and other alternative detoxification facilities; and

WHEREAS, the Southern Nevada Regional Planning Coalition agreed with the Report's recommendation to create in the community a centrally located drop-off triage center for those mentally ill persons and chronic inebriates who are not in need of emergency room care, which would be funded by state and local governments, with contributions also made by area hospitals; and

WHEREAS, WestCare submitted a proposal to the Southern Nevada Regional Planning Coalition to establish the Community Triage Center and a related transportation system to help relieve overcrowding of local emergency rooms and detention centers by diverting individuals with substance abuse and/or mental health problems for more suitable treatment; and

WHEREAS, the parties to this MOU each hereby agree that a centrally located drop-off triage center for those mentally ill persons and chronic inebriates who are not in need of emergency room care would be a substantial benefit to the inhabitants of the Southern Nevada region, and that the Community Triage Center established by WestCare is willing to provide such a service; and

WHEREAS, the Local Governments and the hospital parties have committed to providing certain funds to the Community Triage Center according to the terms and conditions of this MOU to help address the immediate public health crisis and alleviate some of the overcrowding of the hospital parties' emergency rooms; and

WHEREAS, in accordance with the terms and conditions set forth in this MOU, the parties agree to contribute the amounts designated herein to be used and applied solely as their respective contributions toward the estimated operating budget costs for the Community Triage Center and related transportation system operated by WestCare ("WestCare Budget"), for the period beginning July 1, 2009, and ending June 30, 2011, subject to earlier termination as provided herein ("Term").

NOW, THEREFORE, it is agreed by WestCare, the hospital parties and the Local Governments as follows:

1. DEFINITIONS

The following definitions apply to this Agreement.

A. "Commencement Date" means July 1, 2009, or the date thereafter that this MOU becomes effective by execution by all the parties hereto.

B. "MOU" means this Memorandum of Understanding, consisting of 7 pages, and all exhibits and/or attachments, hereto.

C. "WestCare" means WestCare Nevada, Inc.

2. FUNDING OF THE COMMUNITY TRIAGE CENTER

A. The funds to be provided by the hospital parties under this MOU for their monthly share toward the WestCare Budget (a copy of which is attached to this MOU as Exhibit A and incorporated herein by this reference), during the Term shall be as follows:

Boulder City Hospital --	$ 896.25 per month
Desert Springs Hospital --	$ 3,304.92 per month
Mountain View Hospital --	$ 2,744.77 per month
St. Rose Dominican Hospital- Rose deLima campus --	$ 2,296.65 per month
St. Rose Dominican Hospital- Siena campus --	$ 952.26 per month
St. Rose Dominican Hospital- San Martin--	$ 784.22 per month
Southern Hills Hospital --	$ 1,232.34 per month
Spring Valley Hospital	$ 3,921.10 per month
Summerlin Hospital --	$ 1,176.33 per month
Sunrise Hospital --	$ 9,522.67 per month
University Medical Center --	$18,765.26 per month
Valley Hospital --	$ 8,458.37 per month
North Vista Hospital --	$ 5,993.68 per month
Centennial Hills Hospital--	$ 1,120.31 per month

B. The funds to be provided by the Local Governments under this MOU for their monthly share toward the WestCare Budget shall be as follows:

Clark County --	$31,740.66 per month
City of Las Vegas --	$21,452.02 per month
City of Henderson --	$ 1,492.53 per month
City of North Las Vegas --	$ 6,165.84 per month
Boulder City --	$ 318.08 per month

C. For the Term of this MOU, each of the parties agrees to pay its monthly cost as indicated in paragraphs A and B of this Section 2, except that the allocation (but not the total amount) of the per month costs among the hospital parties may be revised one time during the Term of this MOU based upon an analysis of the first six (6) months use of the Community Triage Center by each hospital party. Such analysis and possible revision of the allocation of the total per month hospital costs one time during the Term of this MOU must be requested in writing by a number of hospitals that contribute in the aggregate of at least 75% of the total contributions from the hospital parties, and the request must be received no later than February 1, 2010 by the Southern Nevada Regional Planning Coalition. Such analysis will be conducted by a representative from the Southern Nevada Regional Planning Coalition and the results will be submitted to all parties no later than March 1, 2010. No revision shall be effective unless approved in writing by all hospital parties. Each of the parties agree, to pay its share of the monthly costs as set forth in this MOU simultaneously with the execution of this MOU in a lump sum in an amount equal to the total monthly costs for each of the calendar months occurring after June 30, 2008 and prior to the execution of this MOU, and for each of the calendar months occurring on or after the execution of this MOU, pay on or before the 10th day of each calendar month.

D. The funds to be provided by the hospital parties under this MOU shall be contingent upon WestCare receiving the funds to be provided by the Local Governments under this MOU, and WestCare receiving funding for the remaining balance of the WestCare Budget for WestCare's fiscal year ending June 30, 2011, from state SAPTA grants as well as those monies provided from the 2009 Legislative session or other sources in the amount of $1,267,000 ("State Portion"). In the event that WestCare fails to secure the State Portion from sources other than the parties to this MOU by January 1, 2010, then this MOU shall automatically terminate on January 15, 2010, with none of the hospital parties, Local Governments or WestCare having any further obligations or responsibilities hereunder (except as otherwise provided in this MOU), and this MOU shall be cancelled, deemed null and void and of no further effect as of January 15, 2010. If WestCare procures the State Portion, it shall provide evidence of such funding to all parties to this MOU by January 15, 2010.

E. Each of the hospital parties and the Local Governments shall make its monthly cost payment directly to WestCare, who shall provide written receipt of such payments to the contributing party.

3. SCOPE OF SERVICES TO BE PROVIDED BY WESTCARE

A. WestCare will operate the Community Triage Center at 930 North 4th Street, Las Vegas, Nevada, and provide inpatient mental health, substance abuse, and detoxification services to adults and youths who are homeless and/or chronic inebriates, as well as such services as otherwise set forth in this MOU (the "Services"). Any hospital party to this MOU may refer a client to the Community Triage Center and WestCare will provide transportation services for such client from said hospital party at no additional cost to such hospital party.

B. In operating this facility, WestCare agrees that at all times during the Term it will:

1. Triage all patients to assess their needs through mental health and substance abuse assessments performed by licensed professionals.

2. Provide all Services on either a residential or outpatient setting based on the needs of the patient.

3. Provide: (i) social model and medically supported detoxification services, (ii) adult psychiatric evaluations by board certified psychiatrists and administer a limited supply of psychiatric medications, and (iii) case management services to assist patients with follow-up and long term medical, psychiatric and substance abuse treatment.

4. Employ management, staff and volunteers with sufficient technical knowledge, skill and expertise necessary to provide the Services.

5. Be available for consultation regarding patient management and referral of patient services with all hospital parties to this MOU during normal working hours and at such other reasonable times as to not conflict with WestCare's other responsibilities.

6. Submit monthly status reports to the parties of this MOU, which shall be due on the 25th of each month following the month for which the report is prepared, with the first report due October 25, 2009. These reports shall cover the activities of the Community Triage Center, including, but not limited to, (i) the number of persons being brought directly to WestCare via EMS, (ii) the number of persons brought to WestCare who were under the influence of drugs or alcohol in a public or private place, (iii) the number of persons who are referred to WestCare from hospitals with separate totals for each hospital, (iv) the number of persons who are referred to WestCare from detention centers and/or are police drop-offs, and (v) the number of persons referred to WestCare from locations other than hospitals, detention centers or are police drop-offs, and the source of those referrals. In addition, the report shall contain the total number of mental health and substance abuse patients seen at the Community Triage Center, including both youths and adults, and the categories of treatment provided. In addition, the report shall contain the costs to WestCare of serving these patients on an itemized basis and a comparison of such costs to the WestCare Budget.

7. Maintain complete and accurate financial records pertaining to all matters relative to this MOU in accordance with generally accepted standard accounting principles and procedures, and retain all such records and supporting documentation applicable to this MOU for a period of five (5) years after termination of this MOU. Furthermore, all such records relating to

any analysis or audit performed relative to this MOU or the WestCare Budget shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that WestCare no longer operates in Nevada, it shall be required to deliver a copy of all of its records relating to this MOU to be retained by Clark County for the required period of time. All parties to this MOU, at their own cost, shall be provided reasonable access to such records for purposes related to the MOU.

8. Maintain all federal, state, and local licenses and registrations applicable to WestCare for the services to be performed at the Community Triage Center and assure that all such services are performed in compliance with all applicable laws, rules and regulations.

9. Maintain appropriate automobile, general liability, casualty, professional liability, workers compensation and other insurance in types and amounts customary for the type of services performed under this MOU, (but in no event less than $1,000,000 per occurrence and $3,000,000 annual aggregate with respect to each of the general and professional liability insurance policies), from insurance companies licensed in Nevada. WestCare shall provide evidence of such coverage to each party prior to the execution of this MOU.

10. Provide timely transportation to the Community Triage Center upon the request of any hospital party for any patient at no additional cost to the hospital party 24 hours a day, 7 days a week.

4. TERM OF MOU

This MOU shall commence as of the Commencement Date and shall be effective until June 30, 2011 ("Expiration Date"), unless sooner terminated as expressly provided in this MOU. The parties to this MOU may at their sole option renew this agreement for an additional I-year period. Throughout the term of this agreement including any renewal elected by the parties, WestCare agrees to provide the services as required by this MOU within the scope of the agreement.

5. RIGHT TO CONDUCT ANALYSIS AND INSPECT

Clark County shall provide oversight on behalf of the Southern Nevada Regional Planning Coalition for analyzing and inspecting the services of WestCare in the operation of the Community Triage Center and shall provide all reports to the other contributing government entities. However, the hospital parties to this MOU retain the right to review and inspect the Services of WestCare in the operation of the Community Triage Center, including, but not limited to, inspection of West Care's books and records as they pertain to this MOU.

6. TERMINATION

A. This MOU may be terminated by WestCare with respect to a particular hospital party in the event of a failure of such hospital party to make its contribution hereunder after giving such hospital party written notice of default and a period of 10 calendar days to cure such default by making its contribution. If a hospital party defaults in its obligations hereunder, and fails to cure such default, the MOU may be terminated as to the defaulting hospital party only. This MOU shall not be terminated in its entirety for a default of one hospital party except by

mutual agreement of all remaining hospital parties. If this MOU is terminated as to any hospital party for default of such hospital party, the defaulting hospital party will pay WestCare that portion of the monthly cost due from such hospital party which has been earned as of the effective date of termination, which shall be WestCare's sole and exclusive remedy for such termination.

B. This MOU may be terminated by any hospital party with respect to such hospital party in the event of a failure of WestCare to perform its obligations hereunder after giving WestCare:

1. Not less than 10 calendar days written notice of its failure to meet an obligation hereunder and providing a copy to all other parties; and

2. An opportunity to remedy that failure within 10 calendar days, or if the breach cannot reasonably be cured within that 10 calendar day period, to commence remedying the breach during that period and cure such breach in no more than 30 days.

If WestCare defaults in its obligations to one hospital party hereunder, and fails to cure such default, the MOU may be terminated as to that hospital party only. This MOU shall not be terminated in its entirety for a default by WestCare except by mutual agreement of all remaining hospital parties. If this MOU is terminated by any hospital party for default of WestCare and failure to cure within the time frames set forth above, the terminating hospital party will pay WestCare that portion of the monthly cost due from such hospital party which has been earned as of the effective date of termination, no further payments will be made by the hospital party and such hospital party shall have no further obligations hereunder.

C. This MOU may be terminated by WestCare with respect to all hospitals in the event a number of hospitals that contribute in the aggregate 50% or more of the total contributions from the hospital parties fail to make their contributions in anyone month by providing all hospital parties and Local Governments not less than 10 calendar days written notice of such failure to meet an obligation hereunder and an opportunity to remedy that failure within 10 calendar days. In such case, the defaulting hospital parties will pay WestCare that portion of the monthly cost due from such hospital parties which has been earned as of the effective date of termination, which shall be WestCare's sole and exclusive remedy for such termination.

D. No party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of WestCare's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within WestCare's control.

E. No party or any of its respective principals, officers, employees or agents shall have any liability to any other party for termination of this MOU under this Section 6 and termination of this MOU shall be each party's sole and exclusive remedy under this MOU, other than any rights of contribution one party may have against another under Nevada law or WestCare's right to any unpaid monthly costs from the hospital parties to the extent set forth in Sections 6(A), 6(8) and 6(C).

7. MODIFICATION /AMENDMENT

Except as otherwise provided in section 2, paragraph C, this MOU shall not be modified or amended except by the express written agreement of WestCare, the hospital parties and the Local Governments, signed by a duly authorized representative of each party. Any other attempt to modify or amend this MOU shall be null and void and may not be relied upon by any party.

8. EACH PARTY TO BEAR RESPONSIBILITY FOR OWN ACTIONS

Each party to this MOU shall be responsible for the acts and omissions of that party, its officers, directors, employees, contractors and agents.

9. OTHER PARTY INTEREST

This MOU is entered into for the exclusive benefits of the parties hereto and is not intended to benefit any individual or entity not expressly named a party herein.

10. INDEPENDENT ENTITIES

WestCare, the hospital parties and the Local Governments are all independent entities and nothing contained in this MOU shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties among them, contracting with each other solely for the purpose of carrying out the provisions of this MOU on a several basis. Each of the hospital parties and Local Governments enter into this MOU severally only, and shall not be obligated under this MOU jointly, jointly and severally or other than as separate and independent parties.

11. ENTIRE MOU

This executed MOU contains the entire agreement among the parties hereto relating to rights granted and obligations assumed by the parties herein. Any prior agreement, contract, promises, negotiations, or representation, either oral or written, relating to the subject matter for this MOU not expressly set forth in this MOU is superseded by this MOU and of no further force or effect.

12. EXECUTION IN COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute an agreement. To facilitate the execution of this MOU, the parties may execute and exchange by facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, WestCare, the Local Governments and the hospital parties hereto have caused this MOU to be executed by their duly authorized representatives.

WESTCARE NEVADA, INC.

BY: _____
ITS: _____
Date: _____

BOULDER CITY HOSPITAL

BY: _____
ITS: _____
Date: _____

DESERT SPRINGS HOSPITAL

BY: _____
ITS: _____
Date: _____

SUNRISE MOUNTAIN VIEW HOSPITAL, INC.

BY: _____
ITS: _____
Date: _____

NORTH VISTA HOSPITAL

BY: _____
ITS: _____
Date: _____

CATHOLIC HEALTHCARE WEST dba ST. ROSE DOMINICAN HOSPITALS

BY: _____
ITS: _____
Date: _____

SOUTHERN HILLS MEDICAL CENTER, LLC

BY: _____
ITS: _____
Date: _____

SPRING VALLEY HOSPITAL

BY: _____
ITS: _____
Date: _____

SUMMERLIN HOSPITAL

BY: _____
ITS: _____
Date: _____

SUNRISE HOSPITAL AND MEDICAL CENTER, LLC

BY: _____
ITS: _____
Date: _____

UNIVERSITY MEDICAL CENTER

BY: _____
ITS: _____
Date: _____

VALLEY HOSPITAL

BY: _____
ITS: _____
Date: _____

THE LOCAL GOVERNMENTS:

CLARK COUNTY

BY: _____
ITS: _____
Date: _____

CITY OF LAS VEGAS

BY: _____
ITS: Oscar B. Goodman, Mayor
Date: _____

APPROVED AS TO FORM:
J. Pinkiello 10/21/09
Date

CITY OF HENDERSON

BY: _____
ITS: _____
Date: _____

CITY OF NORTH LAS VEGAS

BY: _____
ITS: _____
Date: _____

BOULDER CITY

BY: _____
ITS: _____
Date: _____

COMMUNITY TRIAGE CENTER FUNDING FORMULA
PROPOSED HOSPITAL DISTRIBUTION FORMULA BASED UPON NUMBER OF 2008 DIVERTS
Provided by WestCare (as of 04/28/09)

	Jan - Dec 2008			
	# of Diverts	% of Diverts	Proposed Yearly Share	Proposed Monthly Share
Valley Health Systems				
Desert Springs	59	5.40%	$43,502.56	$3,625.21
Spring Valley	70	6.41%	$51,613.21	$4,301.10
Summerlin	21	1.92%	$15,483.96	$1,290.33
Valley	151	13.83%	$111,337.06	$9,278.09
		27.56%		
HCA Health Care Systems				
Mountain View	49	4.49%	$36,129.24	$3,010.77
Southern Hills	22	2.01%	$16,221.29	$1,351.77
Sunrise	170	15.57%	$125,346.36	$10,445.53
		22.07%		
Catholic Health Care				
St Rose Delima	41	3.75%	$30,230.59	$2,519.22
St Rose Sienna	17	1.56%	$12,534.64	$1,044.55
St Rose San Martin	14	1.28%	$10,322.64	$860.22
		6.59%		
North Vista	107	9.80%	$78,894.47	$6,574.54
UMC	335	30.68%	$247,006.05	$20,583.84
Boulder City	16	1.47%	$11,797.30	$983.11
Centennial Hills	20	1.83%	$14,746.61	$1,228.88
Total All Hospitals	1092	100%	$805,165.98	$67,097.17

WestCare CTC Budget		5% Reduced Budget
	$2,845,498.00	$2,703,223.10
SAPTA grant	$485,166.00	$485,166.00
State funds	$750,000.00	$750,000.00
Local Govt. Share	$805,166.00	$734,028.55
Hospital Share	$805,166.00	$734,028.55

Local Governments	Yearly Share	Monthly Share	Reduced Monthly MOU	Yearly Share
City of Boulder City	$4,186.86	$348.91	$318.08	$3,816.80
City of Henderson	$19,646.05	$1,637.17	$1,492.53	$17,910.10
City of Las Vegas	$282,371.72	$23,530.98	$21,452.02	$257,424.01
City of North Las Vegas	$81,160.73	$6,763.39	$6,165.84	$73,989.92
Clark County	$417,800.64	$34,816.72	$31,740.66	$380,887.74
Total All Governments	$805,166.00	$67,097.17	$61,169.1	$734,028.6

Hospital Share	Monthly Current MOU	Monthly Proposed MOU	Reduced Monthly MOU	Yearly Share
Desert Springs	$3,238.13	$3,625.21	$3,304.92	$39,659.07
Spring Valley	$4,598.15	$4,301.10	$3,921.10	$47,053.09
Summerlin	$1,683.83	$1,290.33	$1,176.33	$14,115.87
Valley	$7,059.13	$9,278.09	$8,458.37	$101,500.37
Mountain View	$3,302.90	$3,010.77	$2,744.77	$32,937.14
Southern Hills	$1,424.78	$1,351.77	$1,232.34	$14,788.01
Sunrise	$11,074.42	$10,445.53	$9,522.67	$114,271.93
St Rose Delima	$2,914.32	$2,519.22	$2,296.65	$27,559.68
St Rose Sienna	$647.63	$1,044.55	$952.26	$11,427.10
St Rose San Martin	$1,360.02	$860.22	$784.22	$9,410.56
North Vista	$7,318.18	$6,574.54	$5,993.66	$71,924.07
UMC	$20,904.27	$20,583.84	$18,765.26	$225,183.02
Boulder City	$304.23	$983.11	$896.25	$10,754.96
Centennial Hills	$1,267.18	$1,228.88	$1,120.31	$13,443.70
Total	$67,097.17	$67,097.16	$61,169.1	$734,028.6

Local Govt. Share	$734,028.55
Hospital Share	$734,028.55
	$1,468,057.10

$122,338.09 monthly amount

Local Govt. Share	61,169.05
Hospital Share	61,169.05
	122,338.09

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. Z-2009-2 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land. 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 amend the zoning map to change the zoning designations of approximately 20 parcels along Jones Boulevard. The rezoning of these parcels has already been approved by the City Council. This bill merely formalizes the rezoning by ordinance.

RECOMMENDATION:
ADOPTION at 11/4/2009 City Council meeting pursuant to the 10/20/2009 Recommending Committee.

First Reading – 10/7/2009; First Publication – 10/23/2009

BACKUP DOCUMENTATION:
Bill No. Z-2009-2

BILL NO. Z-2009-2

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP ATLAS OF THE CITY OF LAS VEGAS BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PARCELS OF LAND, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Official Zoning Map Atlas of the City of Las Vegas, as adopted in Title 19, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by changing the zoning designations for the parcels of land listed in the attached document. The parcels of land have been approved for rezoning by vote of the City Council or by means of a resolution of intent to rezone pursuant to applicable zoning regulations. In each case the conditions of rezoning have been fulfilled, and changing the corresponding zoning designations on the Official Zoning Map Atlas is now indicated. On the attached document, the parcels are listed by Assessor's Parcel Number. The attached document shows, for each parcel, the zoning designation currently shown on the Official Zoning Map Atlas (indicated as "Current Zoning") and the new zoning designation to be shown for the parcel (indicated as "New Zoning").

SECTION 2: The Planning and Development Department is authorized and directed to make such changes to the Official Zoning Map Atlas as are necessary to reflect the amendments described in Section 1 of this Ordinance. In accordance with LVMC 19.02.010, the Official Zoning Map Atlas is stored and maintained in the offices of the Planning and Development Department.

SECTION 3: Of the parcels referred to in Section 1 of this Ordinance whose rezoning was approved by means of a resolution of intent to rezone, few if any of those resolutions have been reduced to writing–as was the practice previously. All actions and proceedings by the City concerning the rezoning of those parcels are hereby ratified, approved and confirmed as if the resolutions of intent had been reduced to writing, and the City Council deems that no additional action in that regard is necessary.

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 9-23-09
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

PARCEL	CURRENT ZONING	NEW ZONING
13835515002	R-1	P-R
13835515001	R-1	P-R
13836112002	R-1	P-R
13836112005	R-1	P-R
13836112007	R-1	P-R
13836210002	R-1	P-R
13836210003	R-1	P-R
13836210007	R-1	P-R
13836210010	R-1	P-R
13836210011	R-1	P-R
13836210012	R-1	P-R
13836210013	R-1	P-R
13836210014	R-1	P-R
13836210015	R-1	P-R
13836210017	R-1	P-R
13836210019	R-1	P-R
13836310007	R-1	P-R
13836316007	R-1	P-R
13836401001	R-1	P-R
13836401003	R-1	P-R

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-41 – Revises the hillside development standards and guidelines to reflect their applicability to nonresidential development. (TXT-34891) Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approximately two years ago the City Council adopted development standards and guidelines for hillside areas, defined as areas with a slope of 15% or greater. The standards and guidelines address issues of preservation, design, conservation and protection that are unique to hillside areas. The standards and guidelines were adopted primarily with residential development in mind. This bill will clarify that they are applicable to nonresidential development as well.

RECOMMENDATION:
ADOPTION at 11/4/2009 City Council meeting pursuant to the 10/20/2009 Recommending Committee.

First Reading – 10/7/2009; First Publication – 10/23/2009

BACKUP DOCUMENTATION:
Bill No. 2009-41

BILL NO. 2009-41

ORDINANCE NO. _____

AN ORDINANCE TO REVISE THE HILLSIDE DEVELOPMENT STANDARDS AND GUIDELINES TO REFLECT THEIR APPLICABILITY TO NONRESIDENTIAL DEVELOPMENT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Revises the hillside development standards and guidelines to reflect their applicability to nonresidential development.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 6, Section 170, Subsection (C), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is amended to read as follows:

(2) Site Design. (See Figures 1 and 2)

(a) Structures shall be sited in a manner that will fit into the hillside's contour and relate to the form of the terrain. This may be done through a variety of methods, such as varying setbacks and structure heights; the use of innovative building techniques (e.g., earth shelter or earth berm construction); and retaining walls.

(b) Site design should take into account the need to do the following, while maintaining the natural character of a hillside area:

(i) Preserve vistas of natural hillside areas and ridgelines from "key vantage points";

(ii) Preserve views from existing development; and

(iii) Allow new [dwellings] <u>development</u> access to views similar to those enjoyed from existing [dwellings.] <u>development.</u>

(c) Site design should allow for different lot shapes and sizes, as well as split development pads, with the prime determinant being the natural terrain.

SECTION 2: Title 19, Chapter 6, Section 170, Subsection (C), Paragraph (4), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is amended to read as follows:

(4) Architecture/Building Design. [Dwellings built] <u>Development</u> within hillside areas shall conform to the following:

(a) Reflective building materials (i.e., mirror finishes or metal roofs) are not permitted unless treated to eliminate glare.

(b) Limited slab-on-grade, with staggered floor elevations, shall be utilized to avoid massive building forms, excessive cuts and fill, and surfaces which contrast with the surrounding terrain.

(c) All external mechanical equipment shall be screened, and required vents shall be architecturally compatible with the structure.

(d) Building architecture should have predominant horizontal features. Vertical features should be minimized and generally used to accentuate entryways, garages, main doors and any type of vertical embellishment.

(e) No portion of a structure shall exceed a height of two stories or thirty-five feet, and a minimum of twenty feet of the structure must be lower than the elevation of the primary ridgeline. (See Figure 5)

(f) [Dwellings shall use wall] Wall articulation (e.g., insets, pop-outs, etc.) and roof orientation shall be used as a means to prevent a massive look.

(g) Rooflines and elements shall reflect the naturally occurring ridgeline silhouettes and topographical variation in order to blend with the hillside. (See Figure 6)

(h) Building materials and colors shall be compatible with the natural setting. Whenever possible, exterior colors shall be limited to earthtones that are found in nearby natural vegetation or soil, that come from natural sources (e.g., rock, stone, wood), or that resemble a natural appearance.

SECTION 3: Title 19, Chapter 6, Section 170, Subsection (C), Paragraph (5), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is amended to read as follows:

(5) Clustered Development. Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under this concept, [dwelling units are grouped in] development is grouped on the more level portions of the site, while steeper areas are preserved in a natural state. Clustering can enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as biological habitats, open space areas, scenic areas, ridgelines, and steep slopes.

(See Figure 7) Also, it is often more feasible to provide the needed infrastructure for a cluster development, since clustering results in shorter roads and water, sewer, and utility lines. Clustering does not allow an increase in the overall density of an area beyond that which is otherwise permitted by the General Plan.

(a) Clustered [dwelling units shall be placed] development shall occur in a staggered or stepped manner so [their] that the visual impact is lessened.

(b) Clustered subdivisions shall be sited so they do not have a dominant presence within the hillside.

(c) The location of clustered units shall be restricted to the flatter portions of a site, unless another location better minimizes impacts as relates to public safety, visual impact or environmental issues.

(d) Clustered development must preserve open space in its undeveloped form. Appropriate documents must be recorded to ensure the preservation of the open space areas in perpetuity. Open space areas shall be identified on the final subdivision map or parcel map as common lots.

SECTION 4: Title 19, Chapter 6, Section 170, Subsection (C), Paragraph (6), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is amended to read as follows:

(6) Walls and Fences.

(a) The height of walls shall be in accordance with Section 19.12.075.

(b) Walls shall conform to the topography of the site. (See Figure 8)

(c) Walls shall either incorporate the use of native materials or be earthtone colors to match the native soils and rocks. Walls and fences (other than retaining walls) should be made of natural materials (e.g., stone, wood, split rail) whenever possible and, at a minimum, shall be a color that blends with the surrounding environment. Where retaining walls front on or are visible from public streets or public vantage points, they shall be constructed of (or faced with) materials that are appropriate in color and texture to help visually blend the wall into the terrain. (See Figure 9)

(d) The use of retaining walls and retaining structures is encouraged when it significantly reduces site grading.

(e) Large retaining walls in a uniform plane should be avoided. Retaining walls should

be broken up into elements and terraces, with landscaping used to screen them from view. (See Figure 10)

(f) Retaining structures shall be located so that they do not become a dominating visual feature.

(g) Tall retaining structures that are absolutely necessary should be located behind [the dwelling] development so as to be screened from view.

(h) Whenever possible, the location of walls and fences (other than retaining walls) should be limited to areas within fifty feet of [dwellings] primary buildings and accessory structures in order to limit their impact on hillside viewsheds.

(i) Solid walls and fences shall be prohibited within fifty vertical feet of a ridgeline in order to prevent impacts on wildlife corridors and maintain the natural area surrounding the ridgeline.

(j) Fences that have pointed vertical elements shall not be permitted.

SECTION 5: Title 19, Chapter 6, Section 170, Subsection (D), Paragraph (4), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is amended to read as follows:

(4) Other elements that should be considered in a successful design and, where indicated, reflected in submittal documents are the following:

(a) Preservation of distinctive natural features, the general existing topographical forms, significant trees, landscaping, natural water courses and wildlife corridors, with data and aerial maps to be provided showing the location, type and nature of existing major vegetation, including significant clusters or contiguous areas of dense growth and existing vegetation to be preserved;

(b) Preservation of prominent skyline ridges, which must be shown by providing a graph or other visual analysis indicating rooftop in relation to ridgeline; (See Figure 14)

(c) The location of roads and structures below the skyline ridge, with a visual analysis to be provided indicating circulation related to existing contours;

(d) The location and construction of roadways, with drawings and explanations to be provided showing how roadways will be constructed in a manner compatible with the natural terrain and with scarring eliminated;

(e) Incorporation of hiking, biking, walking and equestrian trails, where appropriate;

(f) Variation in lot size, building placements, setbacks, and orientation;

(g) Variable changes in elevation and siting of buildings to ensure views and avoid monotony;

(h) Preservation of steep hillsides by clustering buildings or use of other innovative approaches;

(i) Sensitivity to the project's appearance from lower or adjacent development;

(j) Placement of equipment and other unsightly forms below ridgelines and in bermed and landscaped areas.

(k) [Dwelling] Development design, with documentation to be provided indicating that significant effort has been made towards incorporating energy-conservation and water saving techniques;

(l) Maintenance of natural drainage/water runoff characteristics where possible;

(m) The use of exterior lighting for buildings that is:

(i) Of a "cut-off" type designed to ensure that excess light does not spill over; and

(ii) Of the lowest intensity feasible so as to be adequate for the purposes intended but not likely to attract undue attention.

SECTION 6: Title 19, Chapter 6, Section 170, Subsection (D), Paragraph (6), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is amended to read as follows:

(6) A [final] grading plan must first be approved by the Director of Planning and Development before Site Development Plan Review is considered by the Planning Commission. The Director's review shall coincide with staff review of the Site Development Plan and drainage study.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, LVMC 19.06.170 is deemed to be a subchapter rather than a section.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,

paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: 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 9-23-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-42 – Amends the Downtown Centennial Plan to allow certain alcohol-related uses within the Parkway Center District by means of special use permit. (TXT-34880) Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Downtown Centennial Plan includes development standards for the various districts located within the Plan area. The standards for the Parkway Center District currently do not allow alcohol-related uses. This bill will allow a number of the typical alcohol-related uses within that district by means of special use permit. Doing so will encourage development within that district and is consistent with the standards for the nearby Symphony Park District.

RECOMMENDATION:
ADOPTION at 11/4/2009 City Council meeting pursuant to the 10/20/2009 Recommending Committee.

First Reading – 10/7/2009; First Publication – 10/23/2009

BACKUP DOCUMENTATION:
Bill No. 2009-42

BILL NO. 2009-42

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO ALLOW CERTAIN ALCOHOL-RELATED USES WITHIN THE PARKWAY CENTER DISTRICT BY MEANS OF SPECIAL USE PERMIT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the Downtown Centennial Plan to allow certain alcohol-related uses within the Parkway Center District by means of special use permit.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 6051, is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Section VII(E)(2)(e) is amended by adding to the list of uses permitted under the category of "Retail and Personal Services" the following uses:

- Beer/Wine/Cooler Off-Sale Establishment (Special Use Permit required)*
- Beer/Wine/Cooler On- and Off-Sale Establishment (Special Use Permit required)*
- Beer/Wine/Cooler On-Sale Establishment (Special Use Permit required)*
- Liquor Establishment (Tavern) (Special Use Permit required)*
- Package Liquor Off-Sale Establishment (Special Use Permit required)*
- Restaurant with Service Bar (Special Use Permit required)*
- Retail Establishment with Accessory Package Liquor Off-Sale (Special Use Permit required)*
- Supper Club (Special Use Permit required)*

*In addition to complying with all criteria listed in Title 19, the use shall be permitted only in conjunction with (1) a hotel, or (2) a commercial or mixed-use development with a minimum gross floor area of 250,000 square feet.

SECTION 3: The Planning and Development Department is authorized and directed to incorporate into the Downtown Centennial Plan the amendment contained in this Ordinance.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 9-23-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2009-43 – Temporarily allows the sale of used motor vehicles in Town Center without the requirement that the use be incidental to new vehicle sales. (TXT-34717) Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Town Center Development Standards currently allow the sale of used motor vehicles, but only in conjunction with new vehicle sales. In order to respond to the closing of vehicle dealerships that has occurred during the economic downturn, it has been proposed to allow the sale of used motor vehicles in Town Center as a "stand-alone" use, but on a temporary basis only. Approval by the City Council would be required and the use would be subject to conditions designed to ensure compatibility with surrounding uses.

RECOMMENDATION:
ADOPTION at 11/4/2009 City Council meeting pursuant to the 10/20/2009 Recommending Committee.

First Reading – 10/7/2009; First Publication – 10/23/2009

BACKUP DOCUMENTATION:
Bill No. 2009-43

BILL NO. 2009-43

ORDINANCE NO. _____

AN ORDINANCE TO TEMPORARILY ALLOW THE SALE OF USED MOTOR VEHICLES IN TOWN CENTER WITHOUT THE REQUIREMENT THAT THE USE BE INCIDENTAL TO NEW VEHICLE SALES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Temporarily allows the sale of used motor vehicles in Town Center without the requirement that the use be incidental to new vehicle sales.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Notwithstanding any contrary provision of LVMC Title 19 or the Town Center Development Standards Manual adopted thereunder, the sale of used motor vehicles, where not incidental to new car sales, may be allowed on a temporary basis in the TC-GC District within Town Center, but only in accordance with Sections 2 to 5, inclusive, of this Ordinance.

SECTION 2: An application to allow the sale of used motor vehicles on a temporary basis pursuant to this Ordinance shall not be deemed to be a Temporary Commercial Permit application or a Special Use Permit application. However, except as otherwise provided in Sections 3 to 5, inclusive, of this Ordinance, an application made pursuant to this Ordinance shall be filed and processed in accordance with LVMC 19.18.060 in the same manner as a Special Use Permit application.

SECTION 3: An application made pursuant to this Ordinance may be approved upon a determination that the temporary sale of used motor vehicles:

(A) Is likely to be conducted in a manner compatible with surrounding uses; and

(B) Will not have a materially greater impact on the surrounding area than the sale of new motor vehicles (including any incidental used vehicle sales), as permitted by the Town Center Development Standards Manual.

SECTION 4: The minimum requirements for approval of an application pursuant to this Ordinance, which are not waivable, are as follows:

(A) The minimum site area shall be 25,000 square feet.

(B) The installation and use of an outside public address or bell system is prohibited.

(C) No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.

(D) All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

(E) Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.

(F) Accessory automobile rental is permitted.

(G) Parking of vehicles in landscaped areas is prohibited.

(H) Additional conditions may be imposed, including limitations regarding the days and hours of operation and the establishment of an expiration date for the special use permit approval.

SECTION 5: Unless otherwise extended or modified by ordinance, this Ordinance shall expire by limitation on November 30, 2010, and any approval granted under this Ordinance shall expire on that same date.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the

...

...

...

...

...

...

...

...

City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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 9-23-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-44 – Requires that dogs and cats over the age of four months be spayed or neutered, except under specified circumstances, and requires the microchipping of dogs and cats before they can be recovered from impound or adopted. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill would require that dogs and cats over the age of four months be spayed or neutered, except under specified circumstances. Among the exceptions: animals being held by a shelter or other organization for adoption; animals held by persons with a fanciers' permit; animals that are incapable of breeding or are medically unsuited for the procedure; and service and law enforcement animals. The bill would also impose reporting requirements on pet shops. Finally, the bill would require the microchipping of dogs and cats before they can be recovered from impound or adopted.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2009-44
2. Business Impact Statement

BILL NO. 2009-44

ORDINANCE NO. _____

AN ORDINANCE TO REQUIRE THAT DOGS AND CATS OVER THE AGE OF FOUR MONTHS BE SPAYED OR NEUTERED, EXCEPT UNDER SPECIFIED CIRCUMSTANCES; TO REQUIRE THE MICROCHIPPING OF ANIMALS BEFORE THEY CAN BE RECOVERED FROM IMPOUND OR ADOPTED; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Requires that dogs and cats over the age of four months be spayed or neutered, except under specified circumstances, and requires the microchipping of animals before they can be recovered from impound or adopted.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 7 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 14, consisting of Sections 10 to 70, inclusive, reading as follows:

7.14.010: Except as otherwise provided in Section 7.14.020, it is unlawful for any person to harbor within the City any dog or cat over the age of four months that has not been spayed or neutered. For purposes of this Section, the term "harbor" means to have legal ownership of, or to provide, on a regular basis, care, shelter, protection, refuge, nourishment, or medical treatment.

7.14.020: Section 7.14.010 does not apply to the harboring of a dog or cat:

(A) That is incapable of breeding, as determined in accordance with Section 7.14.030;

(B) That is medically unsuited to undergo a spay or neuter procedure, as determined in accordance with Section 7.14.030;

(C) That has received appropriate training and is being used:

(1) By a law enforcement agency for law enforcement activities;

(2) By a search and rescue agency for search and rescue activities;

(3) As a service animal, such as a guide animal, hearing animal, assistance animal, seizure alert animal, or social/therapy animal;

(D) By a pound, shelter, humane society or similar organization, whether public or

private, the principal purpose of which is securing the adoption of dogs or cats, provided that such organization has a policy and rules requiring the spaying or neutering of all dogs and cats placed for adoption by such organization; or

(E) By a person holding a valid dog fancier's permit, cat fancier's permit, breeder's permit, or professional animal handler's permit issued pursuant to this Title.

7.14.030: For purposes of the exemptions set forth in Section 7.14.020, a dog or cat qualifies as:

(A) Incapable of breeding if a licensed veterinarian has so certified, in writing and under oath;

(B) Medically unsuited to undergo a spay or neuter procedure if a licensed veterinarian has certified, in writing and under oath, that a spay or neuter procedure would likely cause the animal's death or substantially aggravate a physical condition of the animal. The certification shall indicate the medical basis therefor and whether the unsuitability is permanent or temporary. If temporary, the certificate shall indicate the period of time anticipated that the unsuitability will last. For an exemption to apply beyond that period, a new certificate must be obtained.

7.14.040: Puppies and kittens born to dogs and cats that have not been spayed or neutered as required by this Chapter shall be forfeited and may be given to the care of a local shelter for adoption.

7.14.050: (A) In order to assist the City in enforcing this Chapter, each pet shop within the City shall provide to the Department of Detention and Enforcement, on a quarterly basis, a list of dogs and cats sold by the pet shop during that quarter. The list shall include the following information for each dog or cat:

(1) The name and residence address of the buyer.

(2) The address of the location where the dog or cat will reside, if not the same as the buyer's residence.

(3) The breed and approximate age.

(4) A description, including principal colors.

(B) Failure to comply with Subsection (A) of this Section shall be grounds for non-renewal of, or disciplinary action against, a business license.

7.14.060: Persons who, on December 1, 2009, are harboring a dog or cat subject to the

requirements of Section 7.14.010 shall have until April 1, 2010, to comply with those requirements.

7.14.070: (A) Any person who violates Section 7.14.010 is guilty of a misdemeanor and shall be punished as follows:

(1) For the first offense, by a fine of two hundred twenty-five dollars.

(2) For a second offense, by a fine of five hundred dollars.

(3) For a third and subsequent offense, by a fine of one thousand dollars.

(B) The penalty set forth in Subsection (A) shall be reduced by eighty percent if proof of sterilization of the dog or cat is produced within thirty days after issuance of the citation.

SECTION 2: Title 7, Chapter 20, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.20.010: (A) Unless otherwise directed by the Animal Regulation Officer, and subject to the provisions of Subsection (B), any dog or cat running at large wearing a current City license tag as required by this Title may be returned to its owner by the Animal Control Officer if the dog or cat:

(1) Is captured within a one mile radius of the owner's residence;

(2) Has not previously been returned to its owner pursuant to this Subsection within the past six months; [and]

(3) [The] Can be secured at the residence of the owner, and the owner is home and willing to take possession of the dog or cat; and [, and the dog or cat can be secured at the residence of the owner.]

(4) Has been spayed or neutered in accordance with Chapter 7.14, if so required by that Chapter.

(B) Any dog or cat running at large may be impounded by the Animal Control Officer at the Animal Control Center if the dog or cat:

(1) Does not qualify to be returned to its owner pursuant to Subsection (A);

(2) Is afflicted or suspected of being afflicted with rabies;

(3) Has a history of biting;

(4) Is a vicious animal; [or]

(5) Is sick or injured and the owner cannot be personally contacted or is

unable to take immediate possession of the dog or cat[.]; or

(6) Has not been spayed or neutered in accordance with Chapter 7.14 and is required by that Chapter to be spayed or neutered, all as determined by the Animal Control Officer.

(C) Upon proof of ownership, the owner shall be able to remove the dog or cat from impoundment, subject to the provisions of this Section and LVMC 7.20.080, upon payment of an impound fee of twenty-five dollars plus payment of boarding fees of [five] ten dollars per day or part thereof; provided, however, these impound and boarding fees may be waived or partially waived if the owner is indigent and qualifies, pursuant to regulations adopted by the Animal Regulation Officer, for such waivers. Fees paid pursuant to this Subsection shall go to the credit of the City.

(D) If any such animal is licensed and the license tag has been lost, the same shall, before the release of the animal from the Animal Control Center, be replaced at the expense of the owner at a cost of five dollars, payable to the Animal Regulation Officer.

(E) If such dog or cat is unlicensed, its release shall be conditioned upon the delivery of a certificate of vaccination to the Animal Regulation Officer, and the payment to said Animal Regulation Officer of the license fee in accordance with the provisions of this Title, whereupon such owner so reclaiming such dog or cat shall be entitled to a license and numbered license tag.

(F) If the dog or cat is unvaccinated, the owner shall also be required to have the dog or cat vaccinated prior to release.

(G) If the dog or cat has not been spayed or neutered in accordance with Chapter 7.14 and is required by that Chapter to be spayed or neutered, the owner shall also be required to have the dog or cat spayed or neutered prior to release.

SECTION 3: Title 7, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.20.020: It is unlawful for the owner of any unspayed female dog or cat to suffer, permit, or allow their dog or cat to run at large while the dog or cat is in its copulating season, and the owner of such female dog or cat shall keep the same secured upon his premises in an adequately enclosed area or in a boarding kennel so that other dogs or cats shall not have access thereto. Every female dog or

cat which is not kept in conformance with this Section shall be immediately seized and impounded in the Animal Control Center and held subject to the provisions of this Chapter.

SECTION 4: Title 7, Chapter 20, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.20.030: (A) The fee for impounding such dog or cat as provided in Section 7.20.020 shall be fifty dollars, plus [five] ten dollars per day or any part thereof, twenty-five dollars of which can, at the option of the owner, be applied toward the spaying of the dog or cat at a veterinarian of the owner's choice if the spaying is performed within ninety days. The Animal Regulation Officer shall forward the [thirty-five] twenty-five dollars to the veterinarian upon the latter's proof of the spaying of the dog or cat. [Should the owner opt not to have the spaying performed, the entire fifty dollars shall be retained by the City.]

(B) If a dog or cat running at large in copulating season is captured by the Animal Regulation Officer for the second time within a five-year period of the first capture in copulating season, then a fine of one hundred dollars plus [five] ten dollars per day for any time over twenty-four hours shall be levied by the City. [with the same option of spay to the owner of the dog or cat as on the first capture.]

(C) All subsequent captures in copulating season within a five-year period of the first capture shall cause a fine of one hundred fifty dollars plus [five] ten dollars per day for any time over twenty-four hours to be levied by the City. [with the same option to the owner of the dog or cat as on the first capture.]

SECTION 5: Title 7, Chapter 20, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.20.080: (A) Any animal impounded in the Animal Control Center as provided in this Title shall be kept for a minimum of seventy-two hours; provided, however, that any such animal may, after the first seventy-two hours, be released to any person who shall pay all reasonable veterinary medical costs incurred by the City and any other [appropriate fees as provided] fees and charges as required in this Title; provided, however, that if ownership is proven, the owner may pick up the animal at any time contingent on compliance with all provisions of this Title.

(B) If the ownership of an animal is not proven or if such animal is not released pursuant to Subsection (A) of this Section within seventy-two hours, or within the ten-day period of observation for rabies as provided in Chapter 7.24, the animal may be destroyed in a humane manner in compliance with and pursuant to the provisions of Sections 7.32.260 through 7.32.290, under the direction of the Animal Regulation Officer.

(C) If the animal is on a court or Animal Regulation Officer's hold to determine if the animal is vicious, the owner must pay the impound fee of twenty-five dollars plus payment of boarding fees of ten dollars per day or any part thereof until the animal has been released. Payment shall go to the credit of the City.

(D) Any sick or injured animal may be euthanized at any time after impoundment if inhumane suffering may be prevented in the professional judgment and certification of the shelter services or contracted veterinarian.

(E) Any feral cat impounded in the Animal Control Center may be euthanized after forty-eight hours if the cat has been deemed feral by both the shelter services veterinarian and an Animal Control Officer.

SECTION 6: Title 7, Chapter 20, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.20.090: No dog or cat [so] impounded <u>under the provisions of this Chapter</u> shall be released to any person except upon performance of the following conditions:

(A) There has been presented to the Animal Regulation Officer a current license for such dog or cat issued by the City, County or one of their political subdivisions, or a current license from any other state or nation, or a political subdivision of the same, by the person owning or possessing such dog or cat;

(B) Where the person owning, keeping, harboring, or possessing such dog or cat is a resident of the City and the dog or cat is unlicensed, there has been paid to the Animal Regulation Officer the license fee for a City dog or cat license as provided by law;

(C) There has been paid all appropriate licensing and certification fees as provided by law;

(D) The Animal Regulation Officer has determined that such dog or cat does not have or is not reasonably suspected of having rabies[.];

(E) The dog or cat has been spayed or neutered in accordance with Chapter 7.14, if so required by that Chapter; and

(F) The dog or cat has been microchipped pursuant to Section 7.20.105 and the cost thereof paid by the person to whom the dog or cat is released.

SECTION 7: Title 7, Chapter 20, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.20.100: [Before the release of any animal by way of an adoption, an adoption fee, plus the cost of sterilization and rabies vaccination, will be paid to the Animal Regulation Officer. All dogs and cats older than four months must be sterilized prior to being released for adoption from the Animal Control Center.]

(A) In order for a person to adopt a dog or cat older than four months from the Animal Control Center, the dog or cat must first be sterilized.

(B) In order for a person to adopt any animal from the Animal Control Center, the animal must first be microchipped pursuant to Section 7.20.105.

(C) The person adopting an animal pursuant to this Section must first pay an adoption fee, plus the costs of sterilization, rabies vaccination and microchipping.

SECTION 8: Title 7, Chapter 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 105, reading as follows:

7.20.105: For purposes of Sections 7.20.090 and 7.20.100, microchipping of an animal refers to the implantation of an electronic identification microchip under the skin of the animal where the manufacturer of the microchip has been approved by the Animal Regulation Officer and the implantation conforms to procedures recommended by the manufacturer.

SECTION 9: By means of future resolution, the City Council may:

(A) Authorize the creation of a fund to subsidize the reasonable cost of spay and neuter procedures for animals owned by persons who qualify for designated public assistance

programs; and

(B) Dedicate to such fund a specified percentage of revenue that is generated by means of the enforcement of Section 1 of this Ordinance.

SECTION 10: 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 11: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

SECTION 12: 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 10-7-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2009-44
(Requires that dogs and cats over the age of four months be spayed or neutered, except under specified circumstances, and requires the microchipping of animals before they can be recovered from impound or adopted)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-44, that will require that dogs and cats over the age of four months be spayed or neutered, except under specified circumstances, and require the microchipping of animals before they can be recovered from impound or adopted.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

A copy of an earlier version of the proposed ordinance and an invitation to respond were provided to approximately 126 businesses licensed as pet shops within the City. (The earlier version of the ordinance proposal did not contain the microchipping provisions now included.) Response was invited to the provisions of the proposed ordinance intended to apply to pet shops–namely, the requirement to provide the City, on a quarterly basis, a list of persons who purchase dogs and cats from the shop. (The remaining provisions of the proposed ordinance affect persons and organizations other than businesses, and the concerns of all will be able to be addressed during the ordinance adoption process. The business impact statement process undertaken here, one mandated by law, relates to business impact only.)

Comments were received from representatives of a small number of businesses, addressing various aspects of the proposed ordinance. Comments that were focused on the impact to businesses only included the following:

–Requiring pet shops to provide a quarterly list of those purchasing dogs or cats is cumbersome, invades the privacy of those purchasers, and reveals trade secret information.
–The proposed ordinance will subject businesses to prosecution and will increases costs associated with spaying and neutering of animals before they can be sold.
–The proposed ordinance unfairly targets businesses and doesn't address sales and other transactions by individuals.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

–Requiring pet shops to provide a quarterly list of those purchasing dogs or cats is cumbersome, invades the privacy of those purchasers, and reveals trade secret information. The potential effect on purchasers may negatively impact businesses.
–The proposed ordinance will subject businesses to prosecution and will increases costs associated

with spaying and neutering of animals before they can be sold.

Beneficial effects:

–Increased ability to achieve spaying and neutering of animals and reduce the pet population.

Direct effects:

–Requiring pet shops to provide a quarterly list of those purchasing dogs or cats is cumbersome, invades the privacy of those purchasers, and reveals trade secret information.
–The proposed ordinance will subject businesses to prosecution and will increases costs associated with spaying and neutering of animals before they can be sold.

Indirect effects:

The potential effect on purchasers of the reporting requirement may negatively impact businesses.

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Language was added to clarify the original intent of the proposed ordinance–that pet shops and other businesses and organizations caring for or dealing in animals are not subject to prosecution for having care or control of animals that have not been spayed or neutered as required.

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

Minimal additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

No fee to be imposed on businesses

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

No fee to be imposed on businesses

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

N/A

Date: October 7, 2009

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2009-45 – Amends the City's regulations pertaining to alcoholic beverages, including updates to licensing categories, standards and definitions. Sponsored by: Councilman Steve Wolfson

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update LVMC Chapter 6.50 governing the licensing and regulation of alcoholic beverages. Among other things, the bill will add new licensing categories, standards and definitions, and will also adjust a number of other standards as deemed appropriate.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2009-45
2. Business Impact Statement

BILL NO. 2009-45

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY'S REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGES, INCLUDING UPDATES TO LICENSING CATEGORIES, STANDARDS AND DEFINITIONS, AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steve Wolfson

Summary: Amends the City's regulations pertaining to alcoholic beverages, including updates to licensing categories, standards and definitions.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.010: The City Council declares that this [Liquor] Alcoholic Beverage Control Chapter is an exercise of the regulatory powers delegated to the City Council pursuant to the City Charter and NRS 268.090, inter alia. The regulations contained in this Chapter involve, to the highest degree, the economic, social, physical and moral well-being of the residents and taxpayers of the City. The sale or other disposition of alcoholic beverages is not a matter of right but of privilege, which would otherwise be unlawful if it were not exercised pursuant to a license. This privilege may be denied, revoked, conditioned, suspended or subjected to any other disciplinary action by the City in the exercise of its police powers for the protection of the safety, welfare, health, peace and morals of the residents and taxpayers thereof. Businesses engaged in the sale or other disposition of alcoholic beverages must therefore comply with LVMC Chapter 6.06. Every person licensed pursuant to this Chapter shall cooperate with Department and Metro personnel in the exercise of their duties under this Chapter. Nothing in this Chapter shall be construed to confer any legitimate claim of entitlement to any benefit which might otherwise devolve upon any licensee or any person approved for suitability.

SECTION 2: Title 6, Chapter 50, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following

words shall have the meaning ascribed to them as follows:

"Alcoholic beverage" includes alcohol, spirits, liquor, wine and beer, and every liquid or solid which contains alcohol, spirits, liquor, wine or beer; and which contains one-half of one percent or more of alcohol by volume; and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances. Any liquid or solid containing beer or wine in combination with any other alcoholic beverage shall not be construed to be beer or wine.

"Alcoholic beverage caterer" means a person who serves or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places specified by permit.

"Art gallery or art studio" means a business establishment where the general public is invited to view artistic exhibitions, presentations and performances.

"Banquet [facility] or event establishment" means any [business] establishment which is rented by individuals or groups to accommodate private [functions such as banquets, weddings, anniversaries, and other similar celebrations.] or public events. Such establishment may or may not include:

(1) Kitchen facilities for the preparation or catering of food.

(2) Outdoor gardens or reception facilities.

"Beer" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or similar product, or any combination thereof, in water.

"Commercial center" means a concentration of retail stores that:

(1) Contains at least eighty thousand square feet of retail space enclosed within a building or buildings;

(2) Contains at least one anchor retail store of at least twenty thousand square feet;

(3) Includes a parking lot common to the retail stores; and

(4) Is situated on at least fifteen gross acres of land.

"Container," except as the context otherwise requires, means a receptacle provided by an establishment (or otherwise) from which alcoholic beverages are consumed on the premises of the establishment.

"Convenience store" means a retail establishment other than a drugstore, which:

(1) Offers for sale prepackaged food products, household items and other goods commonly associated with those products and items, provided that not more than thirty percent of its physical retail inventory on the establishment premises is devoted to alcoholic beverages; [and]

(2) Contains not less than one thousand-two hundred square feet, nor more than five thousand square feet of floor space devoted to retail sales display, exclusive of warehouse and office areas[.]; and

(3) Displays alcoholic beverages for sale no closer than ten feet from any public entrance to the establishment.

"Convention facility" means a structure which has at least 100,000 square feet of floor space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event, whether the activity is open or closed to the general public. For purposes of this Chapter, the term includes a stadium facility that is operated in conjunction with a convention facility, but does not include a permanent trade show facility.

"Cooler" means any prebottled alcoholic beverage, other than beer or wine, that is a distillate obtained from the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than ten percent of alcohol by volume.

"Downtown entertainment overlay district" means that area of the City bounded by Ogden Avenue on the north, Carson Avenue on the south, Las Vegas Boulevard on the west and 8th Street on the east.

"Drugstore" means a business establishment which occupies the entire business premises of a building, or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, where a State licensed pharmacist is present at all times the pharmacy operation is open for the purpose of compounding or dispensing, or both compounding and dispensing of drugs and medicines, and where a grill and fountain service is permitted as well as the retail sales of sundries, including stationery, magazines, cosmetics and health items.

"Dues" means fees paid on a monthly, quarterly, semiannual or annual basis for the right to participate in the planning of activities and the utilization of services offered by a nonprofit corporation, association or organization. The term "dues" does not include fees paid for the purchase of drinks, meals or other services offered by a nonprofit corporation, association or organization.

"Event" means private or public activity, including, but not limited to, weddings, birthdays, ceremonials, commemorations, anniversaries, family reunions, fund raisers, political campaign gatherings, and religious or other types of observances.

"Gift basket" means a receptacle or container that may be filled with food items or novelty items, and alcoholic beverages in sealed or corked containers in quantities not greater than 25.4 ounces (approximately 1.79 pints), measured in the English system of weights and measures, or in quantities not greater than seven hundred fifty milliliters measured in the metric system of weights and measures.

"Groceries" means staple food stuffs, dairy products, meats and produce meant for human consumption; articles used in the preparation of food; and household supplies.

"Grocery store" means a business establishment which occupies all of the business premises of a building or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, and which contains more than five thousand square feet of floor space for the display and sale of groceries and alcoholic beverages, exclusive of warehouse and office space. The term does not include an establishment in which more than thirty percent of the physical retail inventory on the establishment premises consists of alcoholic beverages.

"Hotel lounge bar" means a bar located in a lounge area of a hotel where alcoholic beverages are sold for consumption in specified areas only.

"Key employee" means an employee designated by a business licensee to oversee the operations of the business in the absence of the licensee.

[~~"Liquor caterer" means a person who dispenses, serves or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places specified by permit.~~]

"Liquor store" means a specialty retail store which does not allow entry to minors and which deals exclusively in alcoholic [liquors] beverages and related items including magazines, newspapers and packaged snack foods.

"Malt beverage" means beer, ale, porter, stout and other similar fermented beverages of any name or description, brewed or produced from malt, wholly or in part.

"Meal" means an assortment of food listed on a menu [or otherwise offered as] which must include

entrees, appetizers, side items and desserts available for purchase at various hours of the day. [The term "meal" does not include food listed on a menu or otherwise offered that consists solely of sandwiches or salads, or both sandwiches and salads.]

"Nonprofit club" means any nonprofit corporation, association or organization which has been in continual existence for at least two years prior to applying for a license under this Chapter, and:

(1) Is organized or qualified to do business and operate under the laws of the State;

(2) Has tax-exempt status granted by the United States Internal Revenue Service;

(3) [Has] Maintains a membership of at least one hundred active members who are residents of Southern Nevada, who are twenty-one years of age or older and who pay dues to the nonprofit corporation, association, or organization; [and]

(4) Operates a clubhouse, clubroom or meeting room in a permanent location which it owns or leases[.]; and

(5) Maintains a sign-in log that each member and the member's guests must sign upon entering the club house, clubroom or meeting room operated by the club.

"Off-sale" means the sale of alcoholic beverages in original sealed or corked containers for consumption off the premises where the same are sold.

"On-sale" means the sale of alcoholic beverages for consumption on the premises where the same are sold.

"Permanent trade show" means an event held at a permanent trade show facility where products, goods or wares are displayed for the purpose of exhibitors demonstrating and soliciting orders for the wholesale of or offering for wholesale of such products, goods or wares exclusively to members of a specific industry or industries.

"Permanent trade show facility" means a parcel or contiguous parcels of land with one or more buildings located thereon consisting of a minimum of two hundred-fifty thousand square feet of floor space [used] that is designed and intended primarily to conduct one or more permanent trade shows annually, at which members of the general public are not admitted. A "permanent trade show facility" may also be used for events to which the general public is invited.

"Restaurant" means a place which is regularly and in a bona fide manner used and kept open for the

service of meals to guests for compensation; and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals.

"Restaurant service bar" means a bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant for consumption only in connection with a meal on the premises where the same is sold.

"Sale" means the act of selling and, in connection therewith, "sell" means, for compensation or any other private or public business purpose at a commercial location, to sell, serve, give away, or distribute; or to cause or permit to be sold, served, given away or distributed or to possess with the intent to sell, serve, permit consumption, give away or distribute; or to solicit or receive orders to sell, serve, give away or distribute.

"Specialty merchandise store" means a retail store located within a commercial center that:

(1) Has at least eighteen thousand square feet of gross floor area;

(2) Has at least eleven thousand five hundred square feet of floor space dedicated to the sale and display of furniture, glassware, kitchenware and other household goods;

(3) Has at least three thousand six hundred square feet of floor space dedicated to the sale and display of gourmet foods and nonalcoholic beverages; and

(4) Maintains an inventory of beer, wine and coolers with a wholesale value of at least twenty-five thousand dollars.

"Super center" means a business which has in excess of twenty-five thousand square feet of floor space devoted for the sale of a multiple line of products, including, but not limited to groceries, electronics, pharmaceuticals, home decorating and improvement supplies, office supplies, clothing and similar items.

"Supper club" means a restaurant and bar operation with alcoholic beverage sales wherein the bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar area by minors and the restaurant operation is the principal portion of the business.

"Wedding chapel" means a business establishment that is licensed to perform marriages in accordance with State law.

"Wholesale dealer" or "wholesaler" means a person who sells alcoholic beverages for the purposes of resale.

"Wine" means any alcoholic beverage, other than beer, obtained by the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than twenty-two percent of alcohol by volume.

SECTION 3: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 25, reading as follows:

6.50.025: An alcoholic beverage caterer license authorizes the sale of alcoholic beverages:

(A) By an alcoholic beverage caterer or the caterer's authorized employees;

(B) Only for consumption on the premises where the same are dispensed, served or sold, and only where the premises are at a commercial or other nonresidential location; and

(C) Only during the times, dates and places specified in a permit to provide alcoholic beverage catering services issued pursuant to LVMC 6.50.350.

SECTION 4: Title 6, Chapter 50, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.030: A banquet [facility] <u>or event establishment</u> alcoholic beverage license authorizes the sale of alcoholic beverages for consumption at <u>public or private</u> events on the premises of a <u>licensed</u> banquet [facility.] <u>or event establishment.</u>

SECTION 5: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 45, reading as follows:

6.50.045: A beer/wine/cooler cinema license authorizes the sale only of beer, wine and coolers at a licensed movie theater whose seating accommodates in excess of one hundred at all times, and only when such beverages:

(A) Are ordered and purchased by means of waiter or waitress; and

(B) Are consumed in an area of the theater that is designed and operated so as to be inaccessible to minors except when a minor is accompanied by his or her parent or legal guardian.

SECTION 6: Title 6, Chapter 50, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.050: A beer/wine/cooler on-sale license authorizes the sale only of beer, wine and coolers for consumption only in connection with and during the consumption of a meal on the premises where the same is sold, and where such beverages are served by the licensee or an authorized employee of the licensee. Such a license [and may only be issued] may be issued only in connection with a restaurant [in which forty-five or more people may be served with meals at any one time at tables or stools.] , and the actual seating available at all times for the service of meals (whether at tables, counters or booths) must accommodate at least forty-five persons.

SECTION 7: Title 6, Chapter 50, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.070: [A beer/wine/cooler on-off-sale license authorizes the sale only of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold and authorizes the sale, to consumers only and not for resale, only of beer, wine and coolers, in original sealed or corked containers, for consumption off the premises where the same are sold, and may only be issued in connection with a restaurant, grocery store or convenience store in which forty-five or more people may be served with meals at any one time at tables or stools.]

A beer/wine/cooler on-off-sale license authorizes:

(A) The sale only of beer, wine and coolers for consumption only in connection with and during the consumption of a meal on the premises where the same is sold, and where such beverages are served by the licensee or an authorized employee of the licensee; and

(B) The sale, to consumers only and not for resale, only of beer, wine and coolers, in original sealed or corked containers, for consumption off the premises where the same are sold.

➥Such a license may be issued only in connection with a restaurant, grocery store or convenience store in which the actual seating available at all times for the service of meals (whether at tables, counters or booths) must accommodate at least forty-five persons.

SECTION 8: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 95,

reading as follows:

6.50.095: A general on-sale license authorizes the sale of alcoholic beverages for consumption on the premises of a licensed golf course establishment, sports establishment, cultural establishment, recreational establishment or theme park.

SECTION 9: Title 6, Chapter 50, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.100: (A) A gift basket limited license authorizes the sale of alcoholic beverages in original sealed or corked containers in quantities not greater than twenty-five and four tenths ounces (approximately one and seventy-nine hundredths pints), measured in the English system of weights and measures, or in quantities not greater than seven hundred fifty milliliters, measured in the metric system of weights and measures, to be packaged in a gift basket along with other assorted food items or novelty items, or both, which items have a minimum retail value of thirty-five dollars apart from the retail value of the alcoholic beverages; provided, however:

(1) The contents of the gift baskets are not sold separately but, instead, are included as part of the unit retail sale price of the gift basket; and

(2) The alcoholic beverages are consumed off the premises where the gift basket is sold.

(B) Alcoholic beverages shall comprise not more than twenty percent of the total inventory of merchandise located at a premises for which a gift basket limited license has been issued and shall be stored in such a manner that prevents public access.

(C) A gift basket limited licensee shall not display any advertising on the exterior of his or her licensed premises of the fact that alcoholic beverages are maintained on the licensed premises from which a customer can choose for the purposes of having the item selected included in a gift basket.

(D) A gift basket limited licensee [shall not deliver any alcoholic beverage] <u>may deliver alcoholic beverages</u> to a personal residence in response to a [telephone call requesting such delivery.] <u>request for such delivery, if:</u>

<u>(1) The order is placed by a person who is of legal age to make such</u>

purchase; and

(2) Each sales transaction is documented on forms acceptable to the Director, which shall include:

(a) The business name and address of the licensee;

(b) A detailed list of the number of gift baskets ordered and delivered and the type of alcoholic beverages included in such gift baskets;

(c) The name and address of the purchaser;

(d) The type of identification used to prove the age of the purchaser; and

(e) The signature of the delivery person and the purchaser.

SECTION 10: Title 6, Chapter 50, Section 115, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.115: (A) A grocery store or super center internet sale license authorizes the off-sale of alcoholic beverages [by a grocery store] for delivery to the purchaser's premises pursuant to an internet purchase order placed by the purchaser, subject to the following conditions:

(1) Delivery of the alcoholic beverages must be in conjunction with the delivery of groceries also ordered in the same internet purchase order;

(2) Delivery of the alcoholic beverages may only be made to the person placing the internet purchase order;

(3) The person placing the internet purchase order must be of legal age to purchase alcoholic beverages; and

(4) Each internet sales transaction shall have written documentation of the sale and delivery on forms acceptable by the Director, which shall include at a minimum:

(a) The business name and address of the grocery store or super center;

(b) A detailed list of alcoholic beverages and groceries purchased in each sales transaction;

(c) The name and address of the purchaser;

(d) The type of identification used to prove the age of the purchaser; and

(e) The signature of the delivery person and purchaser involved in the sales transaction.

(B) A grocery store or super center internet sale license is available only if it is issued to a grocery store or super center in conjunction with a package alcoholic beverage license.

SECTION 11: Title 6, Chapter 50, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.130: A keg beer license authorizes only the sale of beer in keg containers having a capacity of at least one-quarter barrel size, and only by delivery to the premises of the purchaser. In connection with such delivery to events on commercial or nonresidential premises, the licensee is also authorized to provide pouring services, but only if approved pursuant to LVMC 6.50.350.

SECTION 12: Title 6, Chapter 50, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed.

SECTION 13: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 140, reading as follows:

6.50.140: (A) An instructional wine-making license authorizes the holder of a package license to provide an establishment for instructing persons regarding the making of wine, provided that such licensee first acquires, and maintains in good standing, any required State license or permit.

(B) Wines made during the instructional process may be served by the glass for consumption on the premises of the instructional establishment to those persons involved with the instructional process.

(C) Notwithstanding the provisions of LVMC 6.50.430, persons who have made wine during an instructional process pursuant to this Section may place such wine in containers and remove them from the instructional establishment, but only for their personal use.

SECTION 14: Title 6, Chapter 50, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.150: A nonprofit club general on-sale license authorizes the sale of alcoholic beverages by the licensee or the licensee's authorized employees only for consumption on the premises and only to bona fide members of the club who pay dues to the club, and to their bona fide guests. The club member must accompany any such guests at all times when the guests are in any area in which alcoholic beverages are being sold or consumed under the license described in this Section.

SECTION 15: Title 6, Chapter 50, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.160: (A) A nonprofit club restaurant service bar license authorizes the sale of alcoholic beverages within a nonprofit club to members of the general public for consumption only in connection with meals served at tables in a restaurant area of the nonprofit club where members of the general public are invited to dine. A nonprofit club restaurant service bar license is available only if:

(1) It is issued in conjunction with a nonprofit club general on-sale license; and

(2) The restaurant area of the nonprofit club is separated from the other areas of the nonprofit club by a barrier that is sufficient to prevent members of the general public from accessing those other areas.

(B) In connection with the ongoing operation of a nonprofit club restaurant service bar:

(1) The barrier described in Paragraph (2) of Subsection (A) of this Section must be maintained; and

(2) Members of the general public shall not be permitted to directly purchase alcoholic beverages from a nonprofit club restaurant service bar.

SECTION 16: Title 6, Chapter 50, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.170: A package license authorizes the sale, to consumers only and not for resale, of alcoholic beverages, in original sealed or corked containers, for consumption off the premises where the same are sold; however, on-premises wine, beer, cordial and liqueur tasting is permitted at a liquor store if the licensee also holds a wine, beer, cordial and liqueur tasting license for that location.

SECTION 17: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 205, reading as follows:

6.50.205: (A) An application for a special event general or special event beer/wine license shall be filed no later than twenty calendar days before the proposed event and must disclose the following information on forms provided by the Department for consideration of approval by the City Council;

(1) Name and address of the applicant:

(2) Date, hours, address and description of the event;

(3) Approximate number of persons and ages expected to attend the event;

(4) Type of alcoholic beverages to be sold or served at the event;

(5) Names of the sponsors and promoters of the event; and

(6) Names and number of security personnel to be present at the event.

(B) Consideration of approval by the City Council may be delayed or withheld if an application is incomplete.

(C) At any special event, there shall be at least one security person for each one hundred people in attendance, plus additional security persons as determined by the Director.

SECTION 18: Title 6, Chapter 50, Section 210, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.210: (A) A supper club license authorizes the on-premises sale of alcoholic beverages within the designated bar area of the supper club for consumption only in the bar area or in connection with meals served at tables in the restaurant area of the supper club.

(B) During all hours the bar is open to the public a cook and food server, other than a bartender, must be available to prepare and serve **[**full-course**]** meals.

SECTION 19: Title 6, Chapter 50, Section 220, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.220: (A) The seating area in the bar area of a supper club shall not exceed:

(1) One bar seat or stool for each eight restaurant seats; and

(2) One lounge seat for each three restaurant seats.

(B) The actual seating available at all times within the [restaurant] dining area of a supper club must be able to accommodate at least one hundred twenty-five persons. For purposes of the minimum-seating requirement, the "dining area" does not include bar stool seating at the bar or lounge seating, but may include table or booth seating within the bar area and table seating within a patio area.

SECTION 20: Title 6, Chapter 50, Section 270, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.270: (A) A wine/beer/cordial/liqueur tasting license authorizes the offering of [free] samples of packaged wines, beers, cordials and liqueurs for tasting purposes[.] to promote the sale of such packaged alcoholic beverages. Such samples shall not be offered in conjunction with a meal at a restaurant.

(B) Samples of packaged wines, beers, cordials and liqueurs for tasting purposes shall not exceed one-half ounce per drink and may only be offered:

(1) On the premises of a licensed [packaged liquor] package alcoholic beverage, wholesale general, beer/wine/cooler off-sale, or beer/wine/cooler on-off-sale establishment; and

(2) For educational purposes.

(C) Persons offering samples of packaged wines, beers, cordials and liqueurs must be employees of the licensed [packaged liquor] package alcoholic beverage, wholesale general, beer/wine/cooler off-sale, or beer/wine/cooler on-off-sale establishment who hold a valid work card. [and have successfully completed an approved liquor server awareness training program.]

(D) Bottles of wine, beer, cordial and liqueur opened for tasting shall not be sold or otherwise distributed or given away.

SECTION 21: Title 6, Chapter 50, Section 310, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.310: A person licensed for the off-sale or on-off-sale of alcoholic beverages shall post a sign [at the sale counter and at the] no lower than three feet and no higher than seven feet at each sale

counter and at each entrance to the premises advising to the effect that, pursuant to LVMC 10.76.010, it is unlawful for a person to drink an alcoholic beverage or to possess an open container of alcoholic beverage which was purchased in an original sealed or corked container:

(A) Upon any premises, including the parking lot, of an establishment which is licensed only for the off-sale or the on-off-sale of alcoholic beverages; or

(B) Upon property, other than residential property, located within one thousand feet of an establishment which is licensed for off-sale or on-off-sale.

SECTION 22: Title 6, Chapter 50, Section 350, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.350: Applicants for a permit to provide [liquor catering services] alcoholic beverage catering services, including the pouring of beer by a keg beer licensee as authorized by LVMC 6.50.130, shall comply with the following provisions:

(A) An application for a permit may be made only by a person who holds a valid unexpired [liquor] alcoholic beverage caterer license or keg beer license issued pursuant to this Title.[; provided, however, this restriction does not apply to a person whose liquor caterer business premises are located in the City of North Las Vegas, City of Henderson, City of Boulder City or in the unincorporated area of the County and who has a valid unexpired liquor caterer license issued by such local government.]

(B) The application shall be made to the Department on forms provided or approved by the Department, not less than three days prior to the proposed event unless otherwise authorized by the Director or his or her designee upon the applicant showing the impracticability of his or her compliance with the advance filing requirement.

(C) The application shall set forth the following information:

(1) Name and address of the applicant;

(2) Date, hours, address and description of the event;

(3) Approximate number and ages of persons to be in attendance;

(4) Type of alcoholic beverages to be served; [and]

(5) The names of the sponsors and promoters of the event[.];

(6) The names and number of security personnel to be present at the event; and

(7) The names of the employees who will be working at the event including their work card numbers, health card numbers and their respective expiration dates.

(8) If requested by the Department, a copy of any written contract by which the licensee will provide catering services for the event.

(D) Each event requires a separate permit.

(E) [A nonrefundable fee of fifteen dollars for each permit requested must be paid when the application for permit is filed.]A nonrefundable fee of twenty-five dollars for each permit shall be paid at the time an application for permit is filed. If there is more than one bar in operation at an event a nonrefundable fee of twenty-five dollars per bar shall be paid for a permit. For an application that is filed later than the deadline specified in Subsection (B) and that is accepted by the Department, the licensee shall pay an additional fee of fifty dollars for each day past the deadline.

(F) A current employee list must be submitted at the beginning of each calendar quarter and such list is required to be updated in the event of changes in employment levels between the date of the quarterly submission and the date an application for a new permit is filed. The updated list is to be filed with the application for permit.

(G) The employee list referenced in Subsection (F) of this Section must be maintained on the site of the event for which the permit was issued and must be made available on site of the event to Metro and the Department upon their request.

(H) Sales of alcoholic beverages at an event are only permitted to be made by the permittee or his or her employees whose names appear on the employee list referenced in Subsections (F) and (G) of this Section.

(I) At the conclusion of an event, all alcoholic beverages must be removed from the event premises unless they are the business premises of an establishment with a valid alcoholic beverage license.

SECTION 23: Title 6, Chapter 50, Section 355, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.355: (A) An exhibitor at a permanent trade show shall not sell alcoholic beverages at his or her exhibit without first securing and maintaining an unexpired exhibitor alcoholic beverage permit issued by the Department under a permanent trade show facility alcoholic beverage license.

(B) Permits shall not be issued by the Department without the written consent of the permanent trade show facility alcoholic beverage licensee of the facility where the exhibit is located.

(C) Permit applications shall be made on forms provided or approved by the Department and filed with the Department by the permanent trade show facility alcoholic beverage licensee not later than thirty days prior to the proposed event unless otherwise authorized by the Director or his or her designee upon a showing of the impracticability of the licensee's compliance with the advance filing requirement.

(D) The permit application shall set forth the following information and documentation:

(1) Name and address of the applicant;

(2) Dates of the permanent trade show;

(3) Name and address of the permanent trade show facility where the permanent trade show will be held;

(4) Written confirmation by the permanent trade show facility alcoholic beverage licensee at the above-named permanent trade show facility that it consents to the applicant being granted a permit under its alcoholic beverage license; and

(5) Types of alcoholic beverages to be served.

(E) Each event requires a separate permit.

(F) A nonrefundable fee of twenty-five dollars for each permit requested must be paid when the application for a permit is filed.

(G) Permit applicants shall not be subject to the background and suitability approval requirements of LVMC Chapter 6.06 and the work card [and alcohol awareness training] requirements of this Chapter, but shall comply with all other provisions of this Chapter that are not inconsistent with the provisions of this Section.

(H) [Applicants] Exhibitors shall sell alcoholic beverages only at the locations within a permanent trade show facility and on the dates designated in their permits.

(I) The permanent trade show facility alcoholic beverage licensee shall be responsible to monitor all the exhibitors who are issued permits under its alcoholic beverage license pursuant to this Section to ensure compliance with this Chapter.

(J) Not later than three days prior to a permanent trade show the Department shall provide the facility licensee with the approved permits for distribution to the [applicants] exhibitors with the requirement that the [applicants] exhibitors post such permits at their respective exhibit sites and that the facility licensee maintain at the facility premises a master list of the approved permits.

SECTION 24: Ordinance No. 6047 and Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 360 reads as follows:

6.50.360: Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule, subject to the annual adjustment described in Subsection (B) of this Section:

License Category	Semiannual License Fee (Dollars)
Banquet [facility] or event establishment	500
Beer/wine/cooler art event on-sale	300
Beer/wine/cooler on-sale	300
Beer/wine/cooler off-sale	300
Beer/wine/cooler on-off sale	600
Brew/pub/tavern	1,200
Convention facility	1,200
General on-sale	1,200
General on-sale (beer and wine)	500
Gift basket limited	300
Gift shop limited	500
Grocery store or super center internet sale	500
Hotel lounge bar	1,200
Instructional wine making facility	600
Keg beer	[500] 200

[Liquor] Alcoholic beverage caterer	500
Nonprofit club general on-sale	200
Nonprofit club restaurant service bar	100
Package	750
Permanent trade show facility	2,400
Restaurant service bar	600
Supper club	800
Plus: fee for each additional bar	750
Tavern (one bar)	1,200
Plus: fee for each additional bar	900
Tavern-limited	800
Plus: fee for each additional bar	500
Urban lounge	1,000
Plus: fee for each additional bar	750
Wholesale general	1,000
Wine, beer, cordial, liqueur tasting	600

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

SECTION 25: Ordinance No. 6047 and Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 380 reads as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

License Category	Origination Charge (Dollars)
Banquet [facility] or event establishment	20,000
Beer/wine/cooler art event on-sale	1,000
Beer/wine/cooler on-sale	2,500
Beer/wine/cooler off-sale	2,500
Beer/wine/cooler on-off sale	5,000
Brew/pub/tavern	75,000
Convention facility	75,000

General on-sale	75,000
General on-sale (beer and wine)	20,000
Gift basket limited	1,000
Gift shop limited	4,000
Grocery store or super center internet sale	2,500
Hotel lounge bar	40,000
Instructional wine making facility	2,500
Keg beer	4,000
[Liquor] Alcoholic beverage caterer	4,000
Nonprofit club general on-sale	2,000
Nonprofit club restaurant service bar	1,000
Package	40,000
Permanent trade show facility	60,000
Restaurant service bar	30,000
Supper club	40,000
Tavern	75,000
Tavern-limited	20,000
Urban lounge	50,000
Wholesale general	10,000
Wine, beer, cordial, liqueur tasting	2,000

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed into the City, the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sold, transferred to a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 26: Title 6, Chapter 50, Section 390, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.390: (A) Alcoholic beverage licensees shall immediately notify the Department of Planning and Development and the Department of Finance and Business Services in writing when they discontinue their alcoholic beverage business operations. For a temporary discontinuance, the notification shall include the reasons for the discontinuance. A temporary discontinuance shall not diminish or modify the application and effect of the provisions of Title 19 pertaining to the discontinuance of cessation of a use. Any licensee who desires permanently to discontinue [its operation of the] the alcoholic beverage operations of a business and to sell its license may notify the Department of its desire to sell such license, and the Department shall maintain a list of such [licensees] licenses and make it available to any person who is interested in obtaining a license. The Department is under no obligation to include the listing of a license for longer than three years, or to include or retain on the list any license that has been listed as an asset in bankruptcy proceedings.

(B) Persons acquiring a license from a licensee shall comply with all applicable requirements of this Title for the original issuance of the license being sold, assigned or transferred as well as all amendments thereafter to this Title pertaining to alcoholic beverage licenses.

SECTION 27: Title 6, Chapter 50, Section 410, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.410: It is the duty of the licensee and any principal thereof to:

(A) [ensure] Ensure that a person who is at least twenty-one years of age, who is either an owner or employee of the licensee and who has a valid work card and [alcohol awareness card] health card in his possession, is present on the premises during all times that the premises are open for business.

(B) Maintain and make available during normal working hours for inspection by Metro or the Department a list of all of licensee's current employees by name that are required to have one or more of the following cards and the corresponding card numbers:

(1) A work card.

(2) A health card.

(C) The list referenced in Subsection (B) of this Section shall also include, in addition to the names of current employees, all the names of other persons employed during the

previous three years.

SECTION 28: Title 6, Chapter 50, Section 420, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.420: The Department or Metro shall have jurisdiction to investigate and enforce the provisions of this Chapter. The Department or Metro shall have all powers which may be necessary or appropriate for a complete and effective exercise of its jurisdiction, including, but not limited to, the power to enter and inspect the licensed premises at any time during the business hours of the licensee, and the Department or Metro shall have the power to examine all books and records of the licensee and any principal thereof. The Department or Metro is authorized to request information from a licensee, any principal thereof, or a license applicant at any time in furtherance of the exercise of its jurisdiction.

SECTION 29: Title 6, Chapter 50, Section 430, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed.

SECTION 30: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 430, reading as follows:

6.50.430: (A) Notwithstanding any other provision of this Chapter, but subject to Subsection (D) of this Section, the following types of establishments may permit a customer to bring a bottle of wine into the establishment for purposes of having the establishment pour and serve the wine in connection with a meal served to the customer:

(1) Beer/wine/cooler on-sale;

(2) Beer/wine/cooler on-off-sale;

(3) Restaurant service bar; and

(4) Supper club.

(B) An establishment that provides the service referred to in Subsection (A) may charge a fee for the service (a "corking fee").

(C) The licensee of an establishment that provides the service referred to in Subsection (A) is responsible for ensuring that:

(1) The contents of the bottle of wine brought into the establishment are fully consumed on the premises;

(2) The bottle of wine remains on the premises and is disposed of by the establishment; or

(3) If the contents of the bottle of wine are not fully consumed and the bottle is to be returned to the customer, the bottle is properly re-corked before it is returned to the customer to be to taken off the premises.

(D) This Section is a reflection of the City's authority to regulate businesses serving alcoholic beverages and sets forth the parameters of regulation insofar as the City is concerned. Nothing in this Section is intended to diminish or otherwise affect the application of State laws or regulations governing the subject.

SECTION 31: Title 6, Chapter 50, Section 440, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.440: It is unlawful for any of the following persons to be employed, or to engage or participate, in the retail sales of alcoholic beverages for on or off premises consumption without having in his or her possession a valid work card for alcoholic beverages issued pursuant to LVMC Chapter 6.86:

(A) [A manager;] Any person employed in the management of a licensed business establishment who has not been investigated and approved as a principal or key employee;

(B) Any [employee who pours or serves alcoholic beverages for on premises consumption; or] person who pours, serves, or monitors the sale or service of, alcoholic beverages for on-premises consumption, except a person whose primary function is to:

(1) Take orders for food in the dining area of a restaurant that is operated in conjunction with a licensed supper club, restaurant service bar, or beer/wine/cooler on-sale license; and

(2) Serve alcoholic beverages in connection with such orders;

(C) Any [employee] person who accepts payment for, or monitors, the sale or delivery of alcoholic beverages for off premises consumption[.]; or

(D) Any person who performs the role of security, including the maintaining of order within the business, the verification of identification, and the enforcement of other policies established and maintained by the licensee.

SECTION 32: Title 6, Chapter 50, Section 450, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.450: It is unlawful for any person to sell any alcoholic beverage:

(A) Without a valid unexpired license issued pursuant to this Chapter; provided, however, that this prohibition does not apply to employees of persons licensed pursuant to this Chapter during the course of such employment;

(B) To a person who is intoxicated;

(C) For delivery to a personal residence pursuant to a [telephone call requesting] request for such delivery; provided, however, that this prohibition does not apply to deliveries of beer in kegs having a capacity of not less than one quarter barrel[;] or to gift basket deliveries authorized by LVMC 6.50.100;

(D) Through or by means of a drive-in or walk-up window, door or other opening;

(E) In any manner not authorized by the license under which authority the person making such sale is authorized to do business; and

(F) At any place where persons under twenty-one years of age are present, unless they are continuously accompanied by a parent or legal guardian.

SECTION 33: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 455, reading as follows:

6.50.455: (A) Except as otherwise provided in Subsection (B), it is unlawful for any person to store alcoholic beverages on the premises of any commercial establishment subject to this Chapter unless the licensee of the establishment has obtained and maintains valid alcoholic beverage-related licenses that pertain to and authorize such storage.

(B) The prohibition contained in Subsection (A) does not apply to the storage of alcoholic beverages in preparation for an occasional company party, but only if:

(1) The party is limited to employees and their guests; and

(2) The alcoholic beverages are removed from the premises before the next regularly scheduled business day.

SECTION 34: Title 6, Chapter 50, Section 480, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.480: It is unlawful for any person who is intoxicated and who is subject to the provisions of this Chapter to sell or serve any alcoholic beverage.

SECTION 35: Title 6, Chapter 50, Section 490, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.490: It is unlawful for any person to employ a person under the age of twenty-one years to sell or handle alcoholic beverages, or to allow a person under the age of twenty-one years to sell or handle for the purpose of transacting a sale of alcoholic beverages at such person's place of business; provided, however, that a person who is at least sixteen years of age may handle beer, wine and coolers only, in original sealed or corked containers, while they are employed in [a grocery store, convenience store or specialty merchandise store which exercises the privileges of a beer/wine/cooler off-sale or package license] an on-sale, off-sale or on-off-sale licensed establishment and only when they are actually being supervised by another person who is at least twenty-one years of age and who himself is an owner or employee of the licensee.

SECTION 36: Title 6, Chapter 50, Section 510, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.510: (A) It is unlawful for any person, while acting as an employee, security guard, waiter, waitress, or a performer or entertainer in any live act, play, demonstration or exhibition, or for any such person, while serving food or drink to any customer, to do any of the following acts on the premises where alcoholic beverages are licensed to be sold:

(1) Expose his or her genitals, pubic hair, perineum, anal region or pubic hair region; or

(2) Expose or use any device, costume or covering which gives the appearance of or simulates the genitals, pubic hair, perineum, anal region or pubic hair region.

(B) A person shall be deemed to be a security guard, waiter, waitress, performer or entertainer if such person acts in that capacity without regard to whether or not such person is paid any compensation.

(C) It is unlawful for any licensee, or any owner, officer, director, representative, manager, agent, servant or employee of a licensee to allow, cause, permit, procure, counsel or assist any person to perform any of the acts set forth in Subsection (A) of this Section on the premises where alcoholic beverages are licensed to be sold.

SECTION 37: Title 6, Chapter 50, Sections 520 through 640, inclusive, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed.

SECTION 38: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 520, reading as follows:

6.50.520: (A) Subject to the provisions of Subsection (C) of this Section, no entertainment, as defined in Subsection (B), may be offered in any establishment in the following licensing categories unless that form of entertainment has been approved in advance by the approval authority:

(1) Banquet or event establishment;

(2) Beer/wine/cooler on-sale;

(3) Nonprofit club general;

(4) Restaurant service bar;

(5) Supper club; or

(6) Tavern.

(B) For purposes of this Section:

(1) "Approval authority" means the City Council, if the approval is sought in connection with initial licensing approval by the City Council, and the Director otherwise.

(2) "Entertainment" means one or more of the following:

(a) Live music (with or without dancing);

(b) Live disk jockey (with dancing);

(c) Live comedic performers; or

(d) Karaoke entertainment.

(C) This Section applies only to establishments licensed after the effective date of the Ordinance codified in this Section.

SECTION 39: Title 6, Chapter 2, Section 125, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.125: It is unlawful for any person to sell food products without first securing and maintaining in active status all health permits and health cards required by the Health District.

SECTION 40: Title 6, Chapter 2, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 145, reading as follows:

6.02.145: (A) Except as otherwise provided in Subsection (B), it is unlawful for any person to store alcoholic beverages on the premises of any commercial establishment unless the licensee of the establishment has obtained and maintains valid alcoholic beverage-related licenses under Chapter 6.50 that pertain to and authorize such storage.

(B) The prohibition contained in Subsection (A) does not apply to the storage of alcoholic beverages in preparation for an occasional company party, but only if:

(1) The party is limited to employees and their guests; and

(2) The alcoholic beverages are removed from the premises before the next regularly scheduled business day.

SECTION 41: 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 42: Whenever in this ordinance any act is prohibited or is made or declared

to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 43: 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 10-22-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2009-45
(Amends the City's regulations pertaining to alcoholic beverages, including updates to licensing categories, standards and definitions)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-45, that will amend the City's regulations pertaining to alcoholic beverages, including updates to licensing categories, standards and definitions.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

A copy of the proposed ordinance and an invitation to respond were provided to all liquor licensees in the City. Responses were received to the effect that certain reporting requirements and increased license fees would be a burden. (As it turns out, the provisions referred to are already existing.)

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

No significant additional impact on businesses anticipated

Beneficial effects:

None identified

Direct effects:

No significant additional impact on businesses anticipated

Indirect effects:

No significant additional impact on businesses anticipated.

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

None

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

Minimal additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Dependent on applications. Potential revenue increase of approximately $10,000

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Offset costs of administration of licensing provisions

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

N/A

Date: October 21, 2009

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2009-47 – Updates the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan. Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill updates the City's drought conservation measures in accordance with recent revisions to the Southern Nevada Water Authority's Drought Plan. The initial Plan included reference to various stages of drought which would form the basis for varying levels of water-conservation restrictions. The Plan has been revised to eliminate reference to the various stages of drought, recognizing that drought conditions are ongoing and that current conservation requirements should be implemented for the foreseeable future. This bill will revise the City's ordinance accordingly.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2009-47
2. Business Impact Statement

BILL NO. 2009-47

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S DROUGHT CONSERVATION MEASURES IN ACCORDANCE WITH REVISIONS TO THE SOUTHERN NEVADA WATER AUTHORITY'S DROUGHT PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Updates the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 14, Chapter 11, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.11.020: For purposes of this Chapter, the following terms shall have the meanings ascribed to them, unless the context requires otherwise:

"Community Use Recreational Turf" refers to any private or public park facility consisting of a turf-dominated, multi-purpose recreational area that:

(1) Has at least two acres and no dimension less than one hundred feet; or

(2) Is a field that is programmable for athletic or other recreational events.

"District" means the Las Vegas Valley Water District.

"Drought" means a condition in which the combination of many complex factors acting and interacting with the environment results in water supplies not being replenished normally. For purposes of this Chapter, a "drought" occurs when existing water supplies cannot meet established demands for a period of time.

["Drought Alert" refers to a second-level drought declaration of the Board of Directors of the Southern Nevada Water Authority based upon current or projected reductions in the community's renewable water supply.

"Drought Critical" refers to a third-level drought declaration of the Board of Directors of the Southern Nevada Water Authority based upon current or projected reductions in the community's renewable water supply.

"Drought Watch" refers to a first-level drought declaration of the Board of Directors of the Southern Nevada Water Authority based upon current or projected reductions in the community's renewable water supply.

"No Drought" refers to a condition where no drought declaration of the Board of Directors of the Southern Nevada Water Authority is in effect.]

"Non-potable water" means water not suitable for drinking.

"Potable" water means water suitable for drinking.

"Raw Water" means non-potable water diverted from a natural source, subjected to minimal or no treatment, and delivered to a user for subsequent treatment or use.

"Reclaimed Water" means municipal wastewater that has been treated to meet all applicable federal, state and local standards for use in approved applications, including without limitation landscape irrigation, construction and industrial cooling. For purposes of this Chapter, "reclaimed water" and "recycled water" are equivalent terms.

"Resort Hotel" means any building or group of buildings that is maintained as and held out to the public to be a hotel where sleeping accommodations are furnished to the transient public and that has:

(1) More than two hundred rooms available for sleeping accommodations;

(2) At least one bar with permanent seating capacity for more than thirty patrons that serves alcoholic beverages sold by the drink for consumption on the premises;

(3) At least one restaurant with permanent seating capacity for more than sixty patrons that is open to the public twenty-four hours each day and seven days each week; and

(4) A gaming area within the building or group of buildings.

"Service Rules" means the service rules that have been adopted by the District.

"Southern Nevada Water Authority" or "SNWA" means the organization by that name that has been formed by cooperative agreement among local agencies to address Southern Nevada's water needs on a regional basis.

"Spray irrigation" means the application of water by means of sprinklers or other devices that disperse droplets of water through the air.

"Water Use Reduction Plan" means a document or documents to be submitted by or on behalf of an applicant in connection with a request to exempt fountains or water features from the prohibitions contained in this Chapter. The term includes a plan that is modeled after the Water Efficiency and Drought Response Plan outline or similar document that may have been approved for use by the District or the City Manager.

"Xeriscape" means a type of landscaping that incorporates drought-tolerant and low water-use plants with an organic or inorganic surface mulch layer as a water-efficient alternative to traditional turfgrass landscaping.

SECTION 2: Title 14, Chapter 11, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.11.030: (A) The Drought Plan adopted by the SNWA in February 2003 and approved by the City Council in March 2003, and any amendments adopted by SNWA, shall serve as the basis for adopting this Chapter, and as a guideline in its interpretation. The Drought Plan was adopted in order to preserve, protect and encourage the conservation of water resources. [The plan describes different stages of water supply conditions as follows:

(1) No drought;

(2) Drought watch;

(3) Drought alert;

(4) Drought critical.

(B) The provisions of this Chapter shall apply whenever a drought watch, drought alert or drought critical condition has been declared by the Board of Directors of SNWA and remains in effect. Unless the context otherwise requires, whenever a provision of this Chapter does not specify whether it applies to a drought watch, drought alert or drought critical condition, the provision shall apply when any of those conditions are in effect.] In the event of conflict between the provisions of this Chapter and other applicable ordinances, regulations or the Service Rules, the most stringent provisions will prevail. However, with respect to any provision of the Service Rules that is less stringent than the provisions of this Chapter, the District may enforce that provision instead.

[(C) In the case of a drought critical condition, the provisions of this Chapter

pertaining to a drought alert shall continue to apply. However, based upon the recommendations of SNWA and a citizens advisory committee, the City shall have the authority to adopt additional restrictions that are deemed necessary in order to protect the public health, safety and welfare. Upon the adoption and publication of those additional restrictions, they shall become binding on water users within the City.]

SECTION 3: Title 14, Chapter 11, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.11.140: [During drought watch conditions:]

(A) Single-family and multifamily developments are prohibited from installing new turf in common areas of residential neighborhoods. This restriction shall not apply to turf area to be installed in public parks or privately owned and maintained parks, including required usable open space in residential developments, provided that such turf area has no dimension of less than ten feet.

(B) The installation of new turf in non-residential developments is prohibited, unless specifically permitted by the approval of a land use application or permit for construction. Any new turf permitted shall be limited to no more than fifty percent of the turf that would be permitted under non-drought conditions. This restriction shall not apply to schools or to public or private parks.

SECTION 4: Title 14, Chapter 11, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.11.150: [During drought alert conditions:]

(A) Except as otherwise provided in Subsection (B), no new turf may be installed in residential front yards. In single-family residential development, the installation of new turf shall not exceed fifty percent of the gross area of the side and rear yard or one hundred square feet, whichever is greater (up to a maximum of five thousand square feet). No turf area may be installed in the side or rear yard if any dimension thereof is less than ten feet.

(B) The owner of a single family dwelling may apply to the Director for an exemption from the prohibition in Subsection (A) regarding new turf in residential front yards. Approval of an exemption authorizes the applicant to install new turf in the front yard, but only if the total quantity of turf in the front, side and rear yards does not exceed the amount otherwise allowable

in the side and rear yards under Subsection (A). An application for exemption shall include such information regarding the applicant(s plans as the Director may require, including authorization for City representatives to gain access to the property for purposes of determining compliance with this Section.

[(C) The restrictions applicable to nonresidential development during drought watch conditions shall apply during drought alert conditions as well.]

SECTION 5: Title 14, Chapter 11, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.11.160: [During drought watch and drought alert conditions, outdoor] Outdoor mist cooling systems are not restricted within residential development. In commercial operations, outdoor mist cooling systems relating to animal safety are permitted, but those relating to human comfort are permitted only during the months of June, July and August, and only between the hours of twelve noon and ten p.m.

SECTION 6: Title 14, Chapter 11, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.11.180: [Under drought watch and drought alert conditions, the] The washing of personal vehicles upon residential properties is limited to once per week per vehicle and requires a positive shut-off nozzle. Commercial vehicles may be washed without limitation as to frequency, but only:

(A) At a commercial facility in accordance with applicable laws and regulations[, or;]; or

(B) By means of a high-pressure, low volume sprayer using less than ten gallons per vehicle.

SECTION 7: Title 14, Chapter 11, Section 190, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.11.190: (A) Fountains and water features are prohibited upon property that is serviced by the District. The following features, however, are exempt from this prohibition:

(1) Swimming pools;

(2) Fountains and water features that are supplied by privately-owned water

rights, by water rights obtained by means of a State-issued permit, or by nuisance water discharged during normal facility dewatering;

(3) Not more than one fountain or other water feature at any single-family residence, provided that the surface area of the fountain or other water feature does not exceed [two hundred square feet during a drought watch condition, or] twenty-five square feet; [during a drought alert condition;]

(4) Not more than one fountain or other water feature within the common areas of a single-family or multi-family development, provided that the fountain or other water feature is not an entryway or streetscape feature and its surface area does not exceed [two hundred square feet during a drought watch condition, or] twenty-five square feet; [during a drought alert condition;]

(5) Fountains or water features that are necessary and functional components serving other allowable uses, such as storage ponds on a golf course or aeration devices;

(6) Fountains or water features within public parks and public or private recreational water parks, provided that the fountains or water features have a recreational function and are not merely decorative;

(7) Indoor water features, or features with the majority of the total water volume contained indoors or underground. If practical alternatives exist for separating indoor and outdoor components, they shall be separated and managed accordingly. (Example: timers on shut-off valves);

(8) Fountains or water features necessary to sustain aquatic animals, provided that the animals have been actively managed within the water feature prior to the declaration of drought.

(B) The following fountains or water features may be exempted from the prohibition contained in Subsection (A) in accordance with the remaining provisions of this Section:

(1) Fountains or water features that are integral to the operation of a resort hotel or a coalition of resort hotels; or

(2) Other fountains or water features that are proposed to be allowed in exchange for water use reduction activities in accordance with Subsection (D) of this Section.

(C) In order to be eligible for an exemption pursuant to Subsection (B), an applicant must submit a request for exemption and a water use reduction plan. The request for exemption must be submitted in writing to the City Manager, to be forwarded to the City Council for consideration. The water use reduction plan must be submitted to the District, with a copy to the City, and must contain such information, and be in a format, that is satisfactory to the District. Any exemption shall be conditioned upon the posting of one or more signs in proximity to the exempted fountain or water feature stating that the fountain or water feature is operating in compliance with this Chapter and that a water use reduction plan is on file with the District and the City.

(D) The granting of any exemption pursuant to Subsection (B)(2) of this Section shall be subject to the following conditions:

(1) The fountains or water features for which an exemption is sought must not be operational at the time the exemption is applied for, except as permitted in Subsection (F) of this Section;

(2) The submitted water use reduction plan must provide for a minimum total water savings of greater than fifty times the consumptive use of the operation of the fountain or water feature;

(3) The water use reduction plan must have been submitted to the District and implemented by the applicant;

(4) In the event that the required consumptive use savings cannot be achieved on the property that has the fountain or water feature, the applicant must pay to the City a fee of ten dollars for every square foot of surface area of the fountain beyond that which is accounted for in the removal of turf on the property to achieve the required consumptive use savings. If there is no turf on the subject property, the ten dollar per square foot fee must be paid for the entire square footage of the water feature; and

(5) In order to maintain an exemption beyond the calendar year in which the exemption was granted, [during any portion of a calendar year in which either a drought watch or drought alert condition is declared,] an annual fee of two hundred fifty dollars must be paid to the City. The first annual fee is payable:

(a) For exemptions granted during the first six months of a calendar year, at the beginning of the next succeeding calendar year.

(b) For exemptions granted during the last six months of a calendar year, at the beginning of the second succeeding calendar year.

(E) In order to continue to operate any fountain or water feature that is integral to the operation of a resort hotel or a coalition of resort hotels, that is prohibited by Subsection (A) of this Section, and that is in operation on the effective date of the Ordinance codified in this Section, a request for exemption and water use reduction plan must be submitted within ninety days after the effective date of the Ordinance codified in this Section. If the exemption is not approved, the fountain or water feature may not be operated except as permitted in Subsection (F) of this Section.

(F) Nothing in this Section that prohibits or limits the operation of fountains or water features shall be deemed to:

(1) Prohibit the construction of fountains or water features; or

(2) Require a fountain or water feature to be drained if maintaining a recirculating water pool is necessary in order to maintain pumps, pond liners, and ancillary equipment, but in such a case the recirculating water pool may only be operated between the hours of one a.m. and four a.m.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a

misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 10: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 10-22-09
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2009-47
(Updates the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-47, that would update the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: October 21, 2009

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 228.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 4, 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.: **61.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

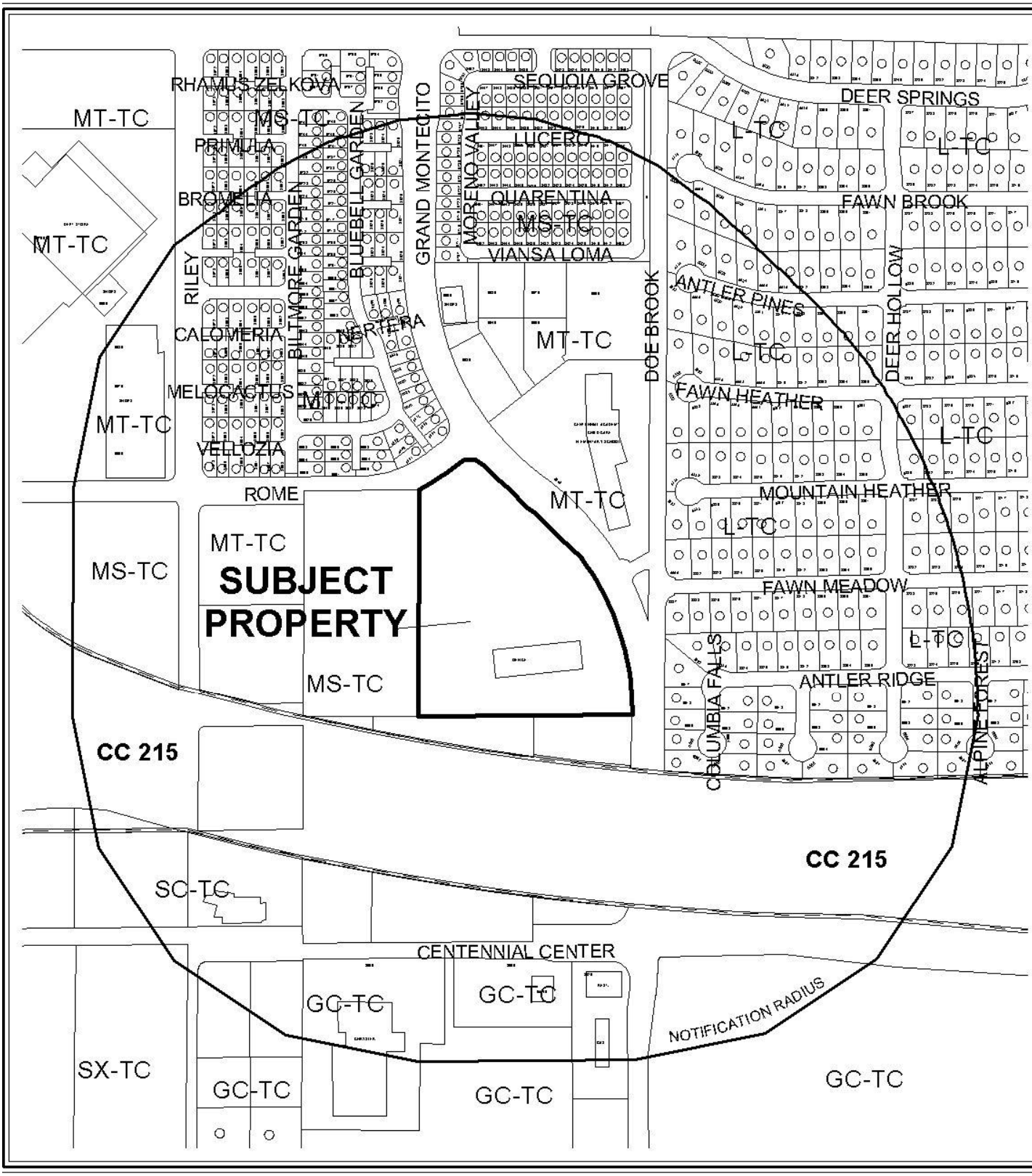
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
WVR-35710 - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: MONTECITO PARTNERS, LLC - Request for a Waiver of Title 19.12.040(E)(2) TO ALLOW A 394 CUBIC-FOOT UTILITY BOX TO BE SET BACK ZERO FEET FROM PUBLIC RIGHT-OF-WAY WITH NO REQUIRED LANDSCAPING WHERE THREE FEET OF LANDSCAPING IS REQUIRED at 6605 Grand Montecito Parkway (APN 125-20-810-002), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use) Town Center Special Land Use Designation], Ward 6 (Ross). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 7



CASE: **WVR-35710**

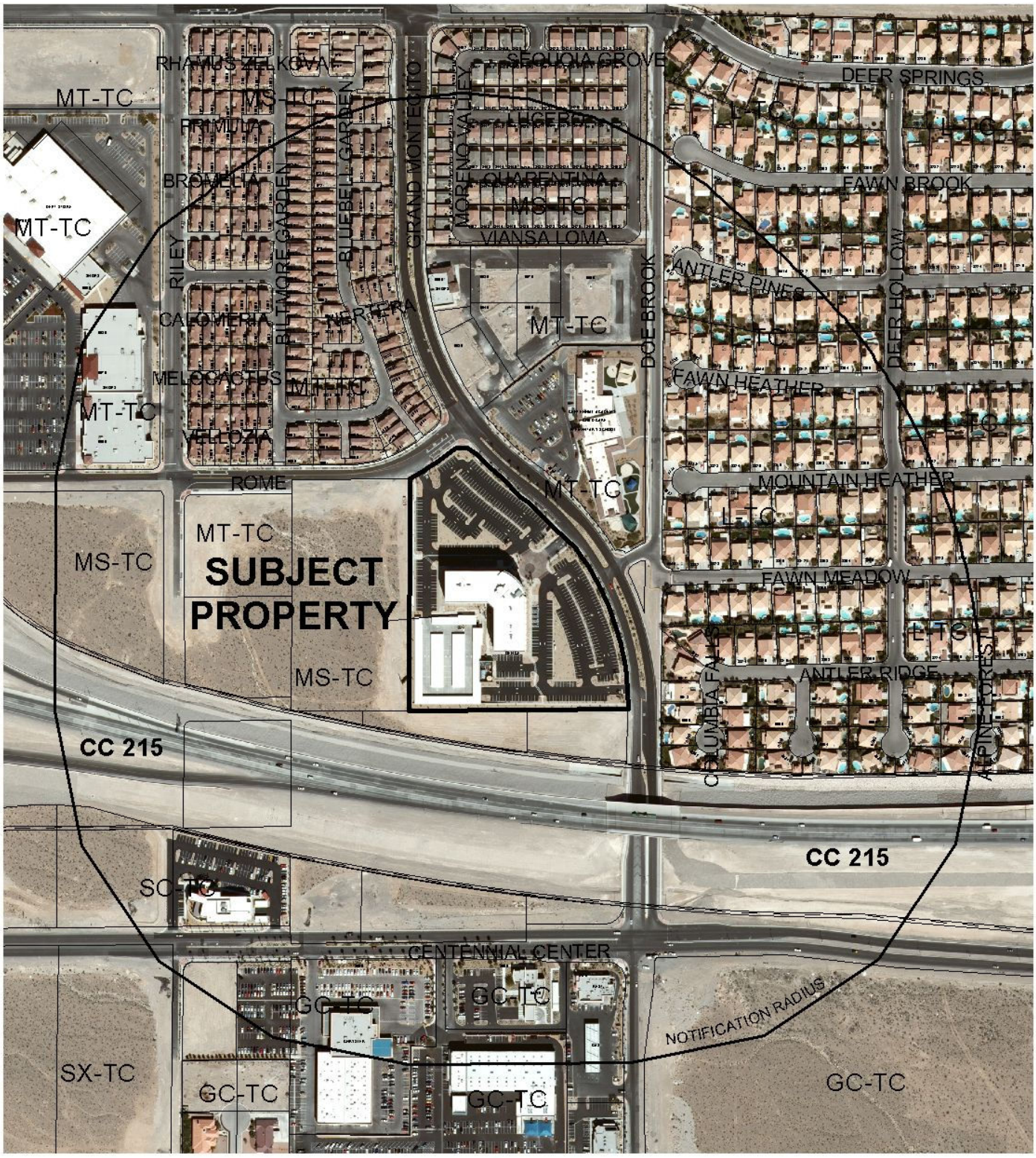
RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [MS-TC (MAIN STREET MIXED USE) TOWN CENTER SPECIAL LAND USE DESIGNATION]

N



CASE: **WVR-35710**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [MS-TC (MAIN STREET MIXED USE) TOWN CENTER SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: WVR-35710 - APPLICANT/OWNER: MONTECITO PARTNERS, LLC

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Site Development Plan Review (SDR-13684).

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Waiver to a allow a 394 cubic-foot utility box to be setback zero feet from the public right-of-way with no landscaping where three feet of landscaping is required at 6605 Grand Montecito Parkway. The utility box was not built according to the approved plan, which indicates a three-foot landscape buffer separating the utility box from the public right-of-way. The utility box is not located within an existing public easement and does not interfere with Site Visibility Restriction Zones; therefore, staff recommends approval of this request. If this application is denied, the existing Utility box will have to be redesigned or relocated to comply with Title 19.12 landscaping standards.

ISSUES

- The existing development fails to meet the minimum requirements listed in Title 19.12.040(E)(2) for the proposed use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
04/25/96	The City Council approved an Annexation (A-0002-96) regarding property located south of Deer Springs Way between El Capitan Way and Durango Drive.
12/07/98	The City Council approved a Rezoning (Z-0076-98) from U (Undeveloped), R-E (Residence Estates), R-PD7 (Residential Planned Development – 7 Units per Acre), R-PD11 (Residential Planned Development – 11 Units per Acre), R-PD13 (Residential Planned Development – 13 Units per Acre), R-PD18 (Residential Planned Development – 18 Units per Acre), R-CL (Residential Compact-Lot), C-1 (Limited Commercial), C-2 (General Commercial), C-V (Civic), and P-D (Planned Development) to T-C (Town Center) on 1,468 acres, located within the area designated as Town Center on the Northwest Amendment to the General Plan.
04/16/03	The City Council approved a Site Development Plan Review (SDR-1775) for a 36,000 square-foot Pre-School and Elementary School and a Reduction of the On-Site Landscape Requirements and a Special Use Permit (SUP-1771) for a Pre-School and an Elementary School within Montecito Town Center on 4.9 acres adjacent to the north side of Montecito Parkway and the south side of Rome Boulevard.
02/16/06	A deed was recorded for a change of ownership.

07/13/06	The Planning Commission approved a Site Development Plan Review (SDR-13684) for a 186,300 square-foot six-story Office Building and a 41,377 square-foot parking structure on 8.01 acres at the southwest corner of Rome Boulevard and Grand Montecito Parkway.
11/30/06	Civil Improvement Plans were submitted for a 186,300 square-foot six-story office building and a 41,377 sq ft parking structure at 6605 Grand Montecito Parkway. The plans were finalized on 04/25/07.
08/28/07	Staff approved a Temporary Commercial Permit (TCP-24266) for a construction trailer at 6605 Grand Montecito Parkway. The permit expired on 11/11/08.
11/20/08	The Planning Commission approved a Master Sign Plan (MSP-30236) for a commercial development on 7.96 acres at 6605 Grand Montecito Parkway.
10/08/09	The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #7/jb).
Related Building Permits/Business Licenses	
01/11/07	A Business License (#C11-08740) was issued for a contractor at 6605 Grand Mon Montecito Parkway. The license remains active at this location.
11/19/07	A Building Permit (#23309) was issued for off-site power service installation for A 186,300 sq ft six-story office building and a 41,377 sq ft parking structure at 6605 Grand Montecito Parkway. The permit was finalized on 12/05/07.
02/23/09	A Building Permit (#7002912) was issued for onsite water/sewer/storm drain at 6605 Grand Montecito Parkway. The permit has not been finalized.
	A Building Permit (#7002844) was issued for office shell building at 6605 Grand Montecito Parkway. The permit has not been finalized.
Pre-Application Meeting	
08/21/09	A pre-application meeting was held where the submittal requirements for a Waiver of the Town Center Development Standards were discussed. Topics included: • Title 19.12.040(E)(2) requirements for the proposed use.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	
Field Check	
09/03/09	During a routine site inspection staff observed a Utility box with no landscaping that directly abuts the public right-of-way (sidewalk).

Details of Application Request	
Site Area	
Net Acres	7.96 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Office	TC (Town Center)	T-C (Town Center) (Mixed-Use Commercial - Montecito Town Center Special Land Use designation)
North	Private School	TC (Town Center)	T-C (Town Center) (Mixed-Use Commercial - Montecito Town Center Special Land Use designation)
South	Undeveloped	TC (Town Center)	T-C (Town Center) [MS-TC (Main Street Mixed-Use Montecito Town Center) Special Land Use designation]
East	Single-Family Dwellings	TC (Town Center)	T-C (Town Center) [L-TC (Low Density Residential Montecito Town Center) Special Land Use designation]
West	Undeveloped	TC (Town Center)	T-C (Town Center) [MS-TC (Main Street Mixed-Use Montecito Town Center) Special Land Use designation]

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
T-C Town Center District	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C Town Center District	X		Y
Montecito Town Center	X		Y
Trails (Town Center Nine-Foot Loop Trail)	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Waivers		
Request	**Requirement**	**Staff Recommendation**
To allow a Utility box in excess of 27 cubic feet to be setback zero feet from the public right-of-way with no landscaping where three feet of landscaping is required	A minimum of three feet of landscaping between the utility box and the sidewalk	Approval

ANALYSIS

This is a request for a Waiver of Title 19.12.040(E)(2) to a allow a 394 cubic-foot utility box to be setback zero feet from the public right-of-way with no landscaping where three feet of landscaping is required at 6605 Grand Montecito Parkway. Town Center Development standards do not cover landscaping requirements for utility boxes, therefore Title 19.12.040(E)(2) development standards apply. A Nevada Power plan was approved and a building permit was issued for "Montecito Point" on November 19, 2007 for the utility box in question. The approved plan indicates a three-foot landscape buffer separating the utility box from the public right-of-way; however the utility box was not built according to the approved plan. The utility box is not located within an existing public easement and does not interfere with Site Visibility Restriction Zones; therefore, staff recommends approval of this request.

FINDINGS

The proposed use can be conducted in a harmonious manner with the adjacent uses. In addition, the Utility box is not located within an existing public easement and does not interfere with Site Visibility Restriction Zones; therefore, staff is recommending approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 370 by City Clerk

APPROVALS 3

PROTESTS 4

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **WVR-35710** APN: 125-20-810-002

Name of Property Owner: Montecito Partners LLC

Name of Applicant: Montecito Partners LLC

Name of Representative: Martin Harris Construction

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Michael S. Curless

Subscribed and sworn before me

This 31st day of March, 2009

_____

Notary Public in and for said County and State

NOTARY SEAL INDIANA

Sarah E. Kuester
#553566
Hamilton County
My Commission Expires on:
September 11, 2014

INDEX OF DRAWINGS

* NOT INCLUDED WITH SUBMITTAL

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.

	4	2007-07-31	C1.1	COVER SHEET
	4	2007-07-31	C1.2	GENERAL NOTES
	4	2007-07-31	C1.3	VICINITY MAP
	4	2007-07-31	C2.1	HORIZONTAL CONTROL PLAN 1
	4	2007-07-31	C2.2	HORIZONTAL CONTROL PLAN 2
	4	2007-07-31	C3.1	GRADING PLAN 1
	4	2007-07-31	C3.2	GRADING PLAN 2
	4	2007-07-31	C4.0	FIRE ACCESS PLAN
	4	2007-07-31	C4.1	UTILITY PLAN 1
	4	2007-07-31	C4.2	UTILITY PLAN 2
	4	2007-07-31	C5.1	DETAIL SHEET

LANDSCAPE ARCHITECT:
SOUTHWICK LANDSCAPE ARCHITECTS

4	2007-07-31	L1.01	PLANTING PLAN
3	2007-04-12	L1.02	PLANTING PLAN
4	2007-07-31	L1.03	PLANTING PLAN
3	2007-04-12	L2.01	IRRIGATION PLAN
3	2007-04-12	L2.02	IRRIGATION PLAN
3	2007-04-12	L2.03	IRRIGATION PLAN
4	2007-07-31	L3.01	PLANTING DETAILS
3	2007-04-12	L3.02	PLANTING DETAILS
3	2007-04-12	L4.01	IRRIGATION DETAILS
3	2007-04-12	L4.02	IRRIGATION DETAILS

ARCHITECT:
SEM ARCHITECTS INC

4	2008-03-19	A-001	COVER SHEET
4	2008-03-19	A-002	GENERAL INFORMATION
4	2008-03-19	A-003	UL ASSEMBLIES
4	2008-03-19	A-004	UL ASSEMBLIES
4	2008-03-19	A-005	UL ASSEMBLIES
4	2008-03-19	A-050	EXITING PLAN (GARAGE)
4	2008-03-19	A-051	EXITING PLAN (FIRST LEVEL)
4	2008-03-19	A-052	EXITING PLAN (SECOND LEVEL)
4	2008-03-19	A-053	EXITING PLAN (THIRD LEVEL)
4	2008-03-19	A-054	EXITING PLAN (FOURTH LEVEL)
4	2008-03-19	A-055	EXITING PLAN (FIFTH LEVEL)
4	2008-03-19	A-056	EXITING PLAN (SIXTH LEVEL)
4	2008-03-19	A-100	SITE PLAN
4	2008-03-19	A-101	PARKING GARAGE PLANS
4	2008-03-19	A-102	ENLARGED SITE PLANS
4	2008-03-19	A-103	SITE DETAILS
4	2008-03-19	A-104	PARKING GARAGE SECTIONS
4	2008-03-19	A-105	PLAZA PLAN
4	2008-03-19	A-200	FLOOR PLAN (FIRST LEVEL)
4	2008-03-19	A-201	FLOOR PLAN (SECOND LEVEL)
4	2008-03-19	A-202	FLOOR PLAN (THIRD LEVEL)
4	2008-03-19	A-203	FLOOR PLAN (FOURTH LEVEL)
4	2008-03-19	A-204	FLOOR PLAN (FIFTH FLOOR)
4	2008-03-19	A-205	FLOOR PLAN (SIXTH FLOOR)
4	2008-03-19	A-206	ENLARGED FLOOR PLANS
4	2008-03-19	A-207	ENLARGED FLOOR PLANS
4	2008-03-19	A-208	ENLARGED FLOOR PLANS
4	2008-03-19	A-209	ENLARGED FLOOR PLANS
4	2008-03-19	A-210	CEILING PLAN (FIRST LEVEL)
4	2008-03-19	A-211	CEILING PLAN (SECOND LEVEL)
4	2008-03-19	A-212	CEILING PLAN (THIRD LEVEL)
4	2008-03-19	A-213	CEILING PLAN (FOURTH LEVEL)
4	2008-03-19	A-214	CEILING PLAN (FIFTH LEVEL)
4	2008-03-19	A-215	CEILING PLAN (SIXTH FLOOR)
4	2008-03-19	A-216	ENLARGED CEILING PLANS
4	2008-03-19	A-217	ENLARGED CEILING PLANS
4	2008-03-19	A-218	ENLARGED CEILING PLANS
4	2008-03-19	A-219	ENLARGED CEILING PLANS
4	2008-03-19	A-220	ROOF PLAN
4	2008-03-19	A-221	ROOF DETAILS
4	2008-03-19	A-225	PENTHOUSE PLANS
4	2008-03-19	A-300	EXTERIOR ELEVATIONS
4	2008-03-19	A-301	EXTERIOR ELEVATIONS
4	2008-03-19	A-302	PARKING GARAGE ELEVATIONS
4	2008-03-19	A-303	PANEL ELEVATIONS
4	2008-03-19	A-400	BUILDING SECTIONS
4	2008-03-19	A-405	WALL SECTIONS
4	2008-03-19	A-410	ELEVATOR SECTIONS
4	2008-03-19	A-415	STAIR SECTIONS
4	2008-03-19	A-450	WALL TYPES
4	2008-03-19	A-500	PLAN DETAILS
4	2008-03-19	A-501	PLAN DETAILS
4	2008-03-19	A-510	SECTION DETAILS
4	2008-03-19	A-511	SECTION DETAILS
4	2008-03-19	A-512	SECTION DETAILS
4	2008-03-19	A-600	DOOR SCHEDULE
4	2008-03-19	A-601	FINISH SCHEDULE
4	2008-03-19	A-602	WINDOW ELEVATIONS
4	2008-03-19	A-603	WINDOW & DOOR DETAILS
4	2008-03-19	A-700	RESTROOM ACCESSORY PLAN
4	2008-03-19	A-710	FLOOR FINISH PLANS
4	2008-03-19	A-711	FLOOR FINISH PLANS
4	2008-03-19	A-712	FLOOR FINISH PLANS
4	2008-03-19	A-713	FLOOR FINISH PLANS
4	2008-03-19	A-720	RESTROOM ELEVATIONS
4	2008-03-19	A-721	INTERIOR ELEVATIONS

STRUCTURAL ENGINEER:
PAUL - KOEHLER

	6	2007-12-14	S001	GENERAL STRUCTURAL NOTES
	4	2007-07-31	S002	GENERAL STRUCTURAL NOTES
	4	2007-07-31	S003	TYPICAL DETAILS
	4	2007-07-31	S004	TYPICAL DETAILS
	4	2007-07-31	S101	PARKING GARAGE FOUNDATION PLAN
	5	2007-11-14	S102	PARKING GARAGE UPPER FRAMING PLAN
	6	2007-12-14	S201	FOUNDATION PLAN
	6	2007-12-14	S202	SECOND FLOOR FRAMING
	6	2007-12-14	S203	THIRD FLOOR FRAMING
	6	2007-12-14	S204	FOURTH FLOOR FRAMING
	6	2007-12-14	S205	SIXTH FLOOR FRAMING
	6	2007-12-14	S206	ROOF FRAMING PLAN
	6	2007-07-31	S301	ENLARGED SHEAR WALL
	6	2007-12-14	S302	SHEAR WALL ELEVATION
	6	2007-12-14	S401	FOUNDATION DETAILS
	6	2007-07-31	S402	FOUNDATION DETAILS
	4	2007-07-31	S501	FRAMING DETAILS
	6	2007-12-14	S502	FRAMING DETAILS
	6	2007-07-31	S503	FRAMING DETAILS
	6	2007-12-14	S504	FRAMING DETAILS
	4	2007-07-31	S601	STUD WALL ELEVATION AND DETAILS
	4	2007-07-31	S701	STAIR FRAMING PLAN AND DETAILS

PLUMBING & HVAC DESIGN:
KRAEMER ENGINEERING, INC.

4	2008-03-19	P-100	PARKING GARAGE PLUMBING FLOOR PLAN
4	2008-03-19	P-101	PLUMBING SITE/CENTRAL PLANT PLANS
4	2008-03-19	P-201	PLUMBING FLOOR PLAN (FIRST LEVEL)
4	2008-03-19	P-202	PLUMBING FLOOR PLAN (SECOND LEVEL)
4	2008-03-19	P-203	PLUMBING FLOOR PLAN (THIRD LEVEL)
4	2008-03-19	P-204	PLUMBING FLOOR PLAN (FOURTH LEVEL)
4	2008-03-19	P-205	PLUMBING FLOOR PLAN (FIFTH LEVEL)
4	2008-03-19	P-206	PLUMBING FLOOR PLAN (SIXTH LEVEL)
4	2008-03-19	P-207	ROOF DRAINAGE PLAN
4	2008-03-19	P-301	WASTE AND VENT RISERS (FIRST LEVEL)
4	2008-03-19	P-302	HW/CW RISER DIAGRAM
4	2008-03-19	P-401	PLUMBING DETAILS
4	2008-03-19	P-402	PLUMBING DETAILS
4	2008-03-19	M-001	MECHANICAL COVER SHEET
4	2008-03-19	M-101	MECHANICAL SITE/CENTRAL PLANT PLAN
4	2008-03-19	M-102	MECHANICAL PARKING GARAGE PLAN
4	2008-03-19	M-103	MECHANICAL SHEET REFERENCE
4	2008-03-19	M-201A	PARTIAL MECHANICAL FLOOR PLAN (FIRST LEVEL)
4	2008-03-19	M-201B	PARTIAL MECHANICAL FLOOR PLAN (FIRST LEVEL)
4	2008-03-19	M-202A	PARTIAL MECHANICAL FLOOR PLAN (SECOND LEVEL)
4	2008-03-19	M-202B	PARTIAL MECHANICAL FLOOR PLAN (SECOND LEVEL)
4	2008-03-19	M-203A	PARTIAL MECHANICAL FLOOR PLAN (THIRD LEVEL)
4	2008-03-19	M-203B	PARTIAL MECHANICAL FLOOR PLAN (THIRD LEVEL)
4	2008-03-19	M-204A	PARTIAL MECHANICAL FLOOR PLAN (FOURTH LEVEL)
4	2008-03-19	M-204B	PARTIAL MECHANICAL FLOOR PLAN (FOURTH LEVEL)
4	2008-03-19	M-205A	PARTIAL MECHANICAL FLOOR PLAN (FIFTH LEVEL)
4	2008-03-19	M-205B	PARTIAL MECHANICAL FLOOR PLAN (FIFTH LEVEL)
4	2008-03-19	M-206A	PARTIAL MECHANICAL FLOOR PLAN (SIXTH FLOOR)
4	2008-03-19	M-206B	PARTIAL MECHANICAL FLOOR PLAN (SIXTH FLOOR)
4	2008-03-19	M-207	MECHANICAL ROOF PLAN
4	2008-03-19	M-301	MECHANICAL PIPING SCHEMATIC
4	2008-03-19	M-401	MECHANICAL RISERS
4	2008-03-19	M-501	MECHANICAL SCHEDULES
4	2008-03-19	M-502	MECHANICAL DETAILS
4	2008-03-19	M-503	MECHANICAL DETAILS
4	2008-03-19	M-504	ENERGY CODE COMPLIANCE FORMS

ELECTRICAL DESIGN:
MCGREW ENGINEERING

4	2008-03-19	E-101	SITE PLAN
4	2008-03-19	E-102	PARKING GARAGE PLANS
4	2008-03-19	E-103	ELECTRICAL SHEET REFERENCE
4	2008-03-19	E-201A	POWER PLAN - FIRST LEVEL
4	2008-03-19	E-201B	POWER PLAN - FIRST LEVEL
4	2008-03-19	E-202A	POWER PLAN - SECOND LEVEL
4	2008-03-19	E-202B	POWER PLAN - SECOND LEVEL
4	2008-03-19	E-203A	POWER PLAN - THIRD LEVEL
4	2008-03-19	E-203B	POWER PLAN - THIRD LEVEL
4	2008-03-19	E-204A	POWER PLAN - FOURTH LEVEL
4	2008-03-19	E-204B	POWER PLAN - FOURTH LEVEL
4	2008-03-19	E-205A	POWER PLAN - FIFTH LEVEL
4	2008-03-19	E-205B	POWER PLAN - FIFTH LEVEL
4	2008-03-19	E-206A	POWER PLAN - SIXTH LEVEL
4	2008-03-19	E-206B	POWER PLAN - SIXTH LEVEL
4	2008-03-19	E-207	ELECTRICAL ROOF PLAN
4	2008-03-19	E-301A	LIGHTING PLAN - FIRST LEVEL
4	2008-03-19	E-301B	LIGHTING PLAN - FIRST LEVEL
4	2008-03-19	E-302A	LIGHTING PLAN - SECOND LEVEL
4	2008-03-19	E-302B	LIGHTING PLAN - SECOND LEVEL
4	2008-03-19	E-303A	LIGHTING PLAN - THIRD LEVEL
4	2008-03-19	E-303B	LIGHTING PLAN - THIRD LEVEL
4	2008-03-19	E-304A	LIGHTING PLAN - FOURTH LEVEL
4	2008-03-19	E-304B	LIGHTING PLAN - FOURTH LEVEL
4	2008-03-19	E-305A	LIGHTING PLAN - FIFTH LEVEL
4	2008-03-19	E-305B	LIGHTING PLAN - FIFTH LEVEL
4	2008-03-19	E-306A	LIGHTING PLAN - SIXTH LEVEL
4	2008-03-19	E-306B	LIGHTING PLAN - SIXTH LEVEL
4	2008-03-19	E-400	SINGLE LINE DIAGRAM
4	2008-03-19	E-401	PANEL SCHEDULES
4	2008-03-19	E-402	PANEL SCHEDULES
4	2008-03-19	E-403	PANEL SCHEDULES
4	2008-03-19	E-404	LOAD CALCULATIONS
4	2008-03-19	E-405	DETAILS
4	2008-03-19	E-500	LIGHTNING PROTECTION
4	2008-03-19	E-600	SYMBOLS & SCHEDULES

FIRE PROTECTION DESIGN:
ROLF JENSEN & ASSOCIATES INC.

	4	2008-03-19	FP-200	FIRE PROTECTION (1ST LEVEL)
	4	2008-03-19	FP-201	FIRE PROTECTION (TYP. LEVEL)
	4	2008-03-19	FP-202	FIRE PROTECTION DETAILS
	4	2008-03-19	FA-300	FIRE ALARM (FIRST LEVEL)
	4	2008-03-19	FA-301	FIRE ALARM (TYP. LEVEL)
	4	2008-03-19	FA-302	FIRE ALARM RISER
	4	2008-03-19	SC-200	SMOKE CONTROL FIRST LEVEL PLAN
	3	2007-05-11	SC-201	SMOKE CONTROL SECOND THRU SIXTH FLOOR PLANS
	3	2007-05-11	SC-203	SMOKE CONTROL ROOF PLAN
	3	2007-05-11	SC-301	MECHANICAL SCHEDULES
	3	2007-05-11	SC-302	SCHEMATICS AND LEGENDS
	3	2007-05-11	SC-303	FUNCTIONAL MATRIX

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LAUTH

WVR-35710
10/08/09 PC

MONTECITO OFFICE BUILDING

6605 GRAND MONTECITO PARKWAY
LAS VEGAS, NEVADA 89149
APN# 125-20-810-002

DAVID TODD DECKER REGISTERED ARCHITECT NV. 6082 DATE SIGNED: SEPTEMBER 30, 2008

PROJECT TEAM

OWNER
LAUTH PROPERTY GROUP
7887 E. BELLVIEW AVENUE, SUITE 900
ENGLEWOOD, COLORADO 80111
PHONE 720-279-5400
FAX 720-279-5341

ARCHITECT
SEM of NEVADA LLC
677 S. COLORADO BOULEVARD, SUITE 200
DENVER, COLORADO 80246
PHONE 303-220-8900
FAX 303-220-0708

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES
2080 E. FLAMINGO RD., SUITE 210
LAS VEGAS, NEVADA 89119
PHONE 702-862-3607
FAX 702-735-4949

FIRE PROTECTION DESIGN
ROLF JENSEN & ASSOCIATES, INC.
101 CONVENTION CENTER DRIVE
SUITE 650
LAS VEGAS, NV 89109
PHONE 702-699-5391
FAX 702-699-5534

LANDSCAPING ARCHITECT
SOUTHWICK LANDSCAPE
12 COMMERCE CENTER DR., SUITE D44
HENDERSON, NEVADA 89014
PHONE 702-597-3108
FAX 702-597-3177

STRUCTURAL ENGINEER
PAUL - KOEHLER
5230 WEST PATRICK LANE, SUITE 100
LAS VEGAS, NEVADA 89118
PHONE 702-216-1309
FAX 702-216-1314

PLUMBING DESIGN
KRAEMER ENGINEERING, INC.
16605 NORTH 28TH AVE., SUITE 102
PHOENIX, ARIZONA 85053-7550
PHONE 602-285-1669
FAX 602-285-9450

HVAC DESIGN
KRAEMER ENGINEERING, INC.
16605 NORTH 28TH AVE., SUITE 102
PHOENIX, ARIZONA 85053-7550
PHONE 602-285-1669
FAX 602-285-9450

ELECTRICAL DESIGN
MCGREW ENGINEERING
16605 NORTH 28TH AVE., SUITE 104
PHOENIX, ARIZONA 85053-7550
PHONE 602-331-0114
FAX 602-331-0127

PARKING GARAGE ALLOWABLE AREA CALCULATION PER ITEMS 6 AND 6A:

ALLOWABLE:	26,000 S.F.
INCREASE FOR MULTI STORY	X 2
	52,000 S.F.
INCREASE FOR AUTOMATIC SPRINKLER SYSTEM:	X 2
	104,000 S.F. TOTAL ALLOWABLE
ACTUAL:	86,900 S.F.

TABLE 'A'

TOTAL NUMBER OF REQUIRED FIXTURES
(MIXED-USE BUILDING)

OCCUPANCY	OCCUPANT LOAD	WATER CLOSETS RATIO	WATER CLOSETS MEN	WATER CLOSETS RATIO	WATER CLOSETS WOMEN	LAVATORIES RATIO	LAVATORIES MEN	LAVATORIES WOMEN	DRINKING FOUNTAINS	SERVICE SINK
B	1,818	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	19	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	19	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	12	12	1 per 100	-
S-2	N/A	1 per 100	N/A	1 per 100	N/A	1 per 100	N/A	N/A	1 per 1000	-
Total		38				24			18	1

OFFICE BUILDING

ANALYSIS ITEMS: / **CODE REFERENCE**

1. OCCUPANCY: B — IBC CHAPTER 3
2. TYPE IB CONSTRUCTION — IBC CHAPTER 6
2a. REDUCED TO TYPE 5A REQUIREMENTS PER SECTION 403.3.2, 1-HOUR RATING FOR ALL STRUCTURAL ELEMENTS — TABLE 601
3. FIRE SPRINKLERS - YES — IBC 903, 904, 906
3a. FIRE DETECTION & FIRE ALARM SYSTEM - YES — IBC 907, 907.2.12
3b. CLASS 1 STANDPIPES - YES — IBC 905, 903
I. LOCATIONS INCLUDE: EVERY VESTIBULE SERVING EACH STAIR ENCLOSURE, ADDITIONAL OUTLETS TO MEET 100 FEET OF HOSE PLUS 30 FEET OF SPRAY.
NOTE: REFER TO FP SHEETS FOR SPECIFIC LOCATION OF STANDPIPES.
3c. STANDBY POWER REQUIRED PER 2702 — IBC 403.11
4. HEIGHT - ACTUAL 84'-0" ALLOWABLE 180' — IBC 504 AND TABLE 503
5. STORIES - ACTUAL 6 STORY ALLOWABLE 11 STORY — IBC 504 AND TABLE 503
6. AREA - ACTUAL 187,450 G.S.F. ALLOWABLE UNLIMITED — IBC 504 AND TABLE 503
7. OCCUPANT LOAD OFFICE - 150,000 S.F. @ 1 /100 = 1,500 — IBC 1004
8. EXITS - REQUIRED 3 PROVIDED 4 — IBC 1014, TABLE 1004.1.2
9. NO FIRE RESISTIVE REQUIREMENTS FOR EXTERIOR WALLS AND OPENINGS WITH 30' SEPARATION. — IBC TABLE 601, 602, 704
10. 1-HOUR RATING FOR ALL STRUCTURAL BUILDING ELEMENTS.
U.L. DESIGN D788, N790, G771 & V728
2-HOUR RATING FOR STAIR ENCLOSURES, EXIT PASSAGEWAYS, FIRE RISER / PUMP ROOM, FIRE COMMAND CENTER, ELEVATOR CONTROL ROOM, MAIN ELECTRICAL ROOM.
U.L. DESIGN U490
2-HOUR RATING FOR ELEVATOR SHAFT ENCLOSURES.
U.L. DESIGN U410
1-HOUR RATING FOR MECHANICAL SHAFT ENCLOSURES.
U.L. DESIGN U405
11. SPECIAL INSPECTION(S) REQUIRED — CHAPTER 17
PER SECTION 1704, SPECIAL INSPECTION IS REQUIRED FOR THE FOLLOWING ITEMS:
1. CONCRETE:
A) DURING THE TAKING OF TEST SPECIMENS.
B) DURING THE PLACEMENT OF ALL REINFORCED CONCRETE, UNLESS NOTED OTHERWISE.
C) NO INSPECTION IS REQUIRED FOR SLABS ON GRADE.
2. SOILS IN CONCRETE:
A) DURING THE PLACEMENT OF CONCRETE AROUND BOLTS.
3. REINFORCING STEEL(PERIODIC):
A) DURING THE PLACING OF REINFORCING STEEL FOR ALL CONCRETE REQUIRED TO HAVE SPECIAL INSPECTION NOTED ABOVE.
4. WELDING:
A) VISUAL INSPECTION OF ALL FIELD WELDS.
B) NON-DESTRUCTIVE TESTING OF ALL COMPLETE PENETRATION WELDS.
5. HIGH STRENGTH BOLTING:
A) VERIFICATION OF SNUG TIGHT BOLT INSTALLATION FOR A325N BOLTS (BY OTHERS).
B) VERIFICATION FOR SLIP CRITICAL (SC) AT ALL MOMENT FRAMES AND BRACED FRAMES (OTHERS).
6. STRUCTURAL MASONRY (PERIODIC):
A) DURING PREPARATION OF PRISMS.
B) DURING PLACEMENT OF REINFORCING AND GROUT.
C) CLEANOUTS PRIOR TO CLOSING.
7. EXPANSION AND EPOXY BOLTS:
A) DURING PLACEMENT OF ALL EXPANSION AND EPOXY BOLTS, FOR VISUAL VERIFICATION OF HOLE DIAMETER AND DEPTH AND PLACEMENT OF BOLT AND/OR EPOXY.
8. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR:
A) THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED TO BE CERTAIN IT CONFORMS WITH THE APPROVED DESIGN DRAWINGS AND SPECIFICATION.
B) THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE ENGINEER.
C) UPON COMPLETION OF THE ASSIGNED WORK THE ENGINEER OR ARCHITECT SHALL COMPLETE AND SIGN THE APPROPRIATE FORMS CERTIFYING THAT TO THE BEST OF HIS KNOWLEDGE THE WORK IS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE.
12. CODE YEAR / TYPE 2003 IBC & CITY OF LAS VEGAS AMENDMENTS (LVA).

ENCLOSED PARKING GARAGE

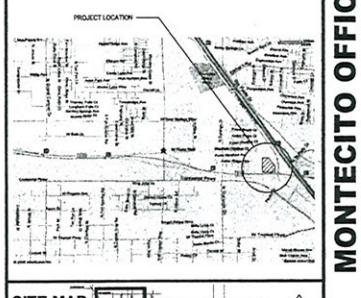
ANALYSIS ITEMS: / **CODE REFERENCE**

1. OCCUPANCY: S2 — IBC 406
1a. MECHANICAL VENTILATION SYSTEM REQUIRED — IBC 406.4.2
2. TYPE 5-B CONSTRUCTION — IBC CHAPTER 6
3. FIRE SPRINKLERS - YES — IBC 903
3a. SEPARATE MANUAL DRY STANDPIPE SYSTEM.
NOTE: REFER TO FP SHEETS FOR SPECIFIC LOCATIONS OF STANDPIPES.
4. HEIGHT - ACTUAL 23'-4" ALLOWABLE 30' — TABLE 503
5. STORIES - ACTUAL 2 STORY ALLOWABLE 4 STORY — TABLE 503
6. AREA - ACTUAL 88,900 S.F. ALLOWABLE 104,000 S.F. — TABLE 503, IBC 506.3 & 506.4
6a. AUTOMATIC SPRINKLER INCREASE: 200% = 52,000 SF — IBC 506.3
7. OCCUPANT LOAD GARAGE - 88,900 S.F. @ 1 /200 = 435 — IBC 1004
8. EXITS - REQUIRED 2 PROVIDED 2 — IBC 1014, TABLE 1004.1.2
9. NO FIRE RESISTIVE REQUIREMENTS FOR BUILDING ELEMENTS. NO FIRE RESISTIVE REQUIREMENTS FOR EXTERIOR WALLS WITH 10' SEPARATION. NO LIMITS ON EXTERIOR OPENINGS WITH 30' SEPARATION. — IBC TABLE 601, 602, 704
10. 1 HOUR RATING FOR FIRE RISER ROOM RE: SHEET A-003 - TABLE 720.1(2) — IBC TABLE 601
11. SPECIAL INSPECTION(S) REQUIRED (REFER TO REQUIREMENTS LISTED ABOVE) — CHAPTER 17
12. CODE YEAR / TYPE 2003 IBC & CITY OF LAS VEGAS AMENDMENTS (LVA).

NOTE: REFER TO SHEET A-001 FOR COMPLETE CODE INFORMATION

CLIENT LOGO

AREA MAP



SITE MAP

SHEET NO: A-001

LAUTH

LAS VEGAS, NEVADA

MONTECITO OFFICE BUILDING

DATE ISSUED
2008-03-19 VC ITEMS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

IMPROVEMENT PLANS

FOR

MONTECITO POINT

APN# 125-20-810-002

LAUTH

7887 E. BELLEVIEW AVENUE, SUITE 900
ENGLEWOOD, COLORADO 80111
(720) 279-5400 – PHONE
(720) 279-5319 – FAX

DEVELOPER
LAUTH PROPERTY GROUP
7887 E. BELLEVIEW AVE., SUITE 900
ENGLEWOOD, CO 80111

BASIS OF BEARING
NORTH 00°05'12" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN BOOK 113, PAGE 38 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

BENCHMARK
CITY OF LAS VEGAS VERTICAL CONTROL POINT "0C90 21W8", BEING A RIVET PLATE IN TOP OF HEADWALL ON THE WEST SIDE OF U.S. 95 @ MP 88.70.
ELEVATION: 2481.85 (FEET)
756.4077 (METERS)
CITY OF LAS VEGAS VERTICAL CONTROL v.2002 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

INDEX

NO.	SHEET	SHEET NAME
1	C1.1	COVER SHEET
2	C1.2	VICINITY MAP
3	C1.3	GENERAL NOTES
4	C2.1	HORIZONTAL CONTROL, SIGNAGE & STRIPING PLAN 1
5	C2.2	HORIZONTAL CONTROL, SIGNAGE & STRIPING PLAN 2
6	C3.1	GRADING PLAN 1
7	C3.2	GRADING PLAN 2
8	C4.0	FIRE ACCESS PLAN
9	C4.1	UTILITY PLAN 1
10	C4.2	UTILITY PLAN 2
11	C5.1	DETAIL SHEET
		LANDSCAPE PLANS
1	L1.01	PLANTING PLAN
2	L1.02	PLANTING PLAN
3	L1.03	PLANTING PLAN
4	L2.01	IRRIGATION PLAN
5	L2.02	IRRIGATION PLAN
6	L2.03	IRRIGATION PLAN
7	L3.01	PLANTING DETAILS
8	L3.02	PLANTING DETAILS
9	L4.01	IRRIGATION DETAILS
10	L4.02	IRRIGATION DETAILS

101625 @ 102914 184806 @ com

APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS LIMITED TO THOSE IMPROVEMENTS CONSTRUCTED IN THE DEDICATED RIGHTS-OF-WAY AND/OR DEDICATED EASEMENTS. THIS APPROVAL DOES NOT AUTHORIZE THE CONSTRUCTION OF ANY IMPROVEMENTS THAT DEVIATE FROM ADOPTED STANDARDS AND/OR SPECIFICATIONS EXCEPT THOSE LISTED UNDER "DEVIATIONS FROM STANDARDS." THE ENGINEER SHALL RESOLVE ANY DEVIATION OTHER THAN THOSE LISTED IN "DEVIATIONS FROM STANDARDS" IN FAVOR OF THE UNIFORM STANDARD DRAWINGS AND SPECIFICATIONS CLARK COUNTY AREA NEVADA.

Jorge Cervantes by CLE — 4/15/07
JORGE M. CERVANTES, P.E. #13977 — DATE
CITY ENGINEER
CITY OF LAS VEGAS, NEVADA

REV #	REV DESCRIPTION	SHEET(S)	APPD BY	DATE APPD.
3	ADD SECONDARY FIRE LINE	C4.2	KB	5/11/7
4	ADD CLARIFICATION TO ADA ROUTE	C3.2	KB	8/27/7
5	LANDSCAPE VE-CHANGES			

APPROVALS

CITY OF LAS VEGAS FIRE MARSHAL — 2.6.07 DATE

LAS VEGAS VALLEY WATER DISTRICT PROJECT #112503 — 10/31/07 DATE
SHEETS C1.1, C1.2, C1.3, C4.0, C4.1, C4.2

NEVADA POWER COMPANY — 1/9/07 DATE

NEVADA POWER COMPANY ACKNOWLEDGES THAT WE HAVE RECEIVED YOUR PLANS AND WILL PROVIDE SERVICE TO ALL ELECTRICAL NEEDS ASSOCIATED WITH THIS PROJECT. NEVADA POWER COMPANY RESERVES THE RIGHT TO ADDRESS ANY EXISTING OR FUTURE CONFLICTS ONCE THE FINAL DESIGN IS COMPLETED. THE NEW SERVICE AND THE RESOLUTION OF ANY CONFLICTS WILL BE ACCOMPLISHED PURSUANT TO THE NEVADA PUBLIC UTILITY COMMISSION'S RULES AND REGULATIONS.

SOUTHWEST GAS CORPORATION — 1-8-07 DATE

EMBARQ TELEPHONE COMPANY — 1.9.07 DATE

THE AFFIXED EMBARQ TELEPHONE COMPANY APPROVAL DOES NOT ASSUME OR GUARANTEE LIABILITY FOR KNOWN OR UNKNOWN CONFLICTS WITH EXISTING OR PROPOSED IMPROVEMENTS. RESOLUTION OF ANY CONFLICT WILL BE ACCOMPLISHED PURSUANT TO LOCAL ORDINANCES, NEVADA REVISED STATUTES AND/OR PUBLIC UTILITY COMMISSION RULES AND REGULATIONS.

COX COMMUNICATIONS, Las Vegas, Inc. — 1-10-07 DATE

M. MARGO WHEELER, AICP — 02/15/07 DATE
DIRECTOR OF PLANNING AND DEVELOPMENT

THIS PLAN MEETS THE APPLICABLE STANDARDS OF THE PLANNING AND DEVELOPMENT DEPARTMENT.

PROJECT NAME: MONTECITO POINT
This project water plan complies with the Las Vegas Valley Water District's technical requirements. However, this water plan is NOT APPROVED FOR CONSTRUCTION at this time and this signature does not provide or imply a water commitment.
LVVWD — DATE: 1/30/07 — EXPIRES: 1-30-08

SAFETY ALERT — Call Before You Overhead — 1-702-883-6111

Avoid cutting underground utility lines. It's costly. Call before you Dig — 1-800-227-2600

Call before you UnderGround — 1-702-455-7511 — 1-702-229-6611

LAUTH — 317-848-6500 • lauthproperty.com

LAUTH PROPERTY GROUP
7887 E. Belleview Ave., Suite 900
Englewood, CO 80111
PROJECT: MCP
CONTACT: Rob Kay
PH: 720-279-5340
FAX: 720-279-5341
E-MAIL: rkay@lauthproperty.com
PROJECT NUMBER: 784
STATE NUMBER:

Kimley-Horn and Associates, Inc. — Civil Engineers, Land Planners, Surveyors, Environmental Consultants
3760 East Flamingo Road, Suite 210, Las Vegas, Nevada 89121
PH: 702.735.2929 FAX: 702.735.2955

RICHARD A. WOLES — Exp. 12/31/10 — CIVIL — No. 10387 — STATE OF NEVADA — PROFESSIONAL ENGINEER

7-8-07

COVER SHEET

PROJECT: MONTECITO POINT
Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

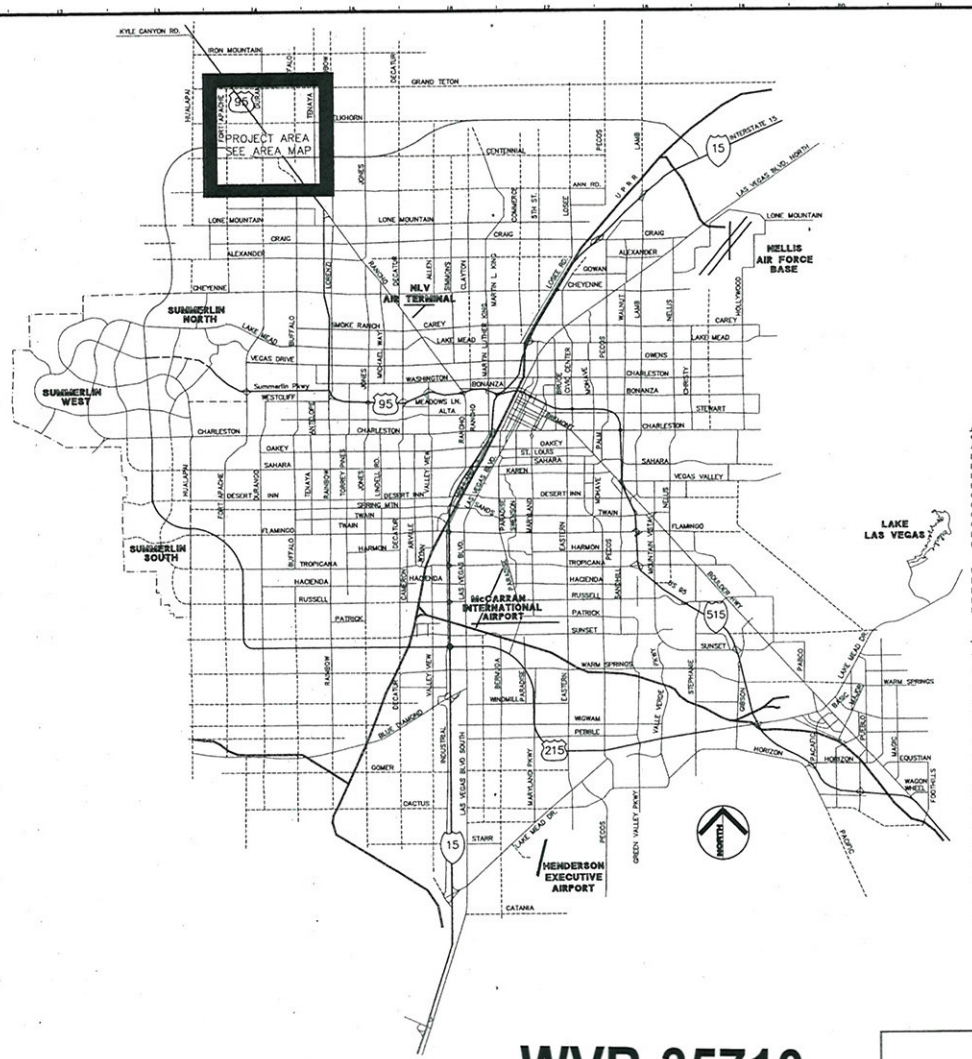
NO.	DESCRIPTION	DATE
1	PER CITY COMMENTS	2007-11-08
2	PER CITY COMMENTS	2007-12-21
3	PER CITY COMMENTS	2008-04-30

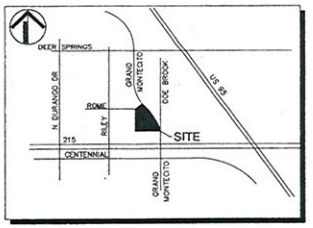
DRAWING NO. C1.1 — SHEET 1 OF 21

CLV # 107V4839

WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT





AREA MAP
N.T.S.

ABBREVIATIONS

@	AT	EVC	END VERTICAL CURVE	PVC	POLY VINYL CHLORIDE
AC	ASPHALTIC CONCRETE	EX	EXISTING	PVI	POINT OF VERTICAL INTERSECTION
BC	BACK OF CURB	FG	FINISHED GRADE	R	RIGHT OR RADIUS
BCR	BEGIN CURB RETURN	FH	FIRE HYDRANT	RCP	REINFORCED CONCRETE PIPE
BM	BENCHMARK	FL	FLOWLINE	S	SOUTH
BVC	BEGIN VERTICAL CURVE	FS	FINISHED SURFACE	SSMH	SANITARY SEWER MANHOLE
CL OR ℄	CENTERLINE	FT	FOOT OR FEET	SS	SANITARY SEWER
CLV	CITY of LAS VEGAS	HP	HIGH POINT	STA	STATION
CONN	CONNECTION	HT	HEIGHT	STD	STANDARD
CY	CUBIC YARD	INT	INTERSECTION	SY	SQUARE YARD
D OR Δ	DELTA ANGLE	INV	INVERT	(TYP)	TYPICAL
DCSWW	DESIGN and CONSTRUCTION STANDARDS for WASTEWATER collection systems	LF	LINEAR FEET	UDACS	UNIFORM DESIGN AND CONSTRUCTION STANDARDS for water distribution systems
		L	LEFT		
		LT	LIGHT	USDPWC	UNIFORM STANDARD DRAWINGS for PUBLIC WORKS CONSTRUCTION
DIP	DUCTILE IRON PIPE	MAX	MAXIMUM		
E	EAST	MH	MANHOLE	VC	VERTICAL CURVE
EA	EACH	MIN	MINIMUM	W	WEST OR WATER
ECR	END CURB RETURN	N	NORTH	WL	WATER LINE
ELEV	ELEVATION	NTS	NOT TO SCALE		
		PC	POINT OF CURVATURE		
		PT	POINT OF TANGENCY		

LEGEND

	PROPOSED	EXISTING
PROJECT BOUNDARY		
RIGHT-OF-WAY LINE		CAP W/ BLOW OFF
LOT LINE		FIRE HYDRANT
STA. CENTERLINE AND STATIONING		GATE VALVE
EASEMENT LINE		REDUCER
BACK OF CURB		METER
EDGE OF PAVEMENT		REDUCED PRINCIPAL PRESSURE ASSEMBLY
EXIST. CURB/EDGE OF PAVEMENT		SERVICE PEDESTAL
RETAINING WALL		STREET SIGN
(1420) EXIST. INDEX CONTOUR		100W LUMINARY
EXIST. INTER CONTOUR		150W LUMINARY
MANHOLE S END CAP SANITARY SEWER		200W LUMINARY
END CAP W WATER LINE		250W LUMINARY
STORM DRAIN		400W LUMINARY
MANHOLE S END CAP EXIST. SANITARY SEWER		750W LUMINARY
END CAP W EXIST. WATER LINE		SPOT ELEVATION
EXIST. STORM DRAIN	2.0%	(2.0%) FLOW DIRECTION WITH GRADE

APPROVED FOR CONSTRUCTION
LAS VEGAS VALLEY WATER DISTRICT PROJECT #2503 — DATE 10/3/07

SAFETY ALERT
Call Before You Overhead
1-702-593-8111

Avoid cutting underground utility lines. It's costly.
Call before you Dig
1-800-227-2600

Call before you UnderGround
1-702-455-7511
1-702-229-6611

LAUTH PROPERTY GROUP
Engineering Manager
Jeff Kelly
TELEPHONE: 720-279-3450
FAX: 720-279-3541
PROJECT MANAGER: Jeff Kelly
STATE MANAGER:

LAUTH
317-848-6500 • lauthproperty.com

Kimley-Horn and Associates, Inc.
Civil Engineering Planning Consultants
2625 East Camelback Road, Suite 210
Phoenix, Arizona 85016
Tel No (602) 234-3455
Fax No (602) 235-0481

RICHARD A. MOLES
Exp. 12/31/07
CIVIL
No. 10381
STATE OF ARIZONA
1/4/07

DRAWN BY:

TITLE: VICINITY MAP

PROJECT: MONTECITO POINT
Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

NO.	DATE	DESCRIPTION
1	10/31/07	

DESIGNED BY: JH
DRAWN BY: JH
CHECKED BY: RM

DRAWING NO. C1.2
SHEET 2 OF 23

CLV # 10V4839

WVR-35710
10/08/09 PC

10162600

CLV – TRAFFIC NOTES (CONTINUED)

13. GUARDS SHALL BE OBTAINED BY CONTACTING THE METROPOLITAN POLICE DEPARTMENT SPECIAL EVENTS UNIT (PHONE NO.: 229-3442) WHO WILL PROVIDE OFFICERS PROPERLY TRAINED IN TRAFFIC CONTROL. FEES FOR THE USE OF THESE OFFICERS SHALL BE SET UP BY METRO AND WILL BE PAID BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR ALL ARRANGEMENTS WITH METRO.

14. ANY WORK WITHIN 300' OF A SIGNALIZED INTERSECTION WILL BE NIGHT WORK, UNLESS DIRECTED BY THE CITY OF LAS VEGAS TRAFFIC ENGINEER.

CLV – FIRE DEPARTMENT NOTES

1. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE CITY OF LAS VEGAS FIRE DEPARTMENT'S ORDINANCE # 5667, "HYDRANT SPECIFICATIONS", AND "HYDRANT INSTALLATION SPECIFICATION".

2. AUTHORIZED FIRE HYDRANTS FOR THIS PROJECT ARE:

A) KENNEDY-GUARDIAN MODELS K81A AND K81D
B) MUELLER-SUPER CENTURION 250 MODEL A-423
C) CLOW-MEDALLION MODEL F-2546LVD
D) TROY VALVE – PATRIOT MODEL PT8100N NEVADA HYDRANT
E) U.S. PIPE – METROFLOW/M-03

3. ON ANY RESIDENTIAL OR COMMERCIAL INSTALLATIONS FIRE HYDRANTS SHALL BE INSTALLED AND FIRE APPARATUS ACCESS ROADS SHALL BE MAINTAINED BEFORE COMMENCEMENT OF ANY COMBUSTIBLE CONSTRUCTION. ALL FIRE HYDRANTS SHALL BE IN GOOD WORKING ORDER AND SHALL BE CAPABLE OF DELIVERING THE REQUIRED FIRE FLOW.

4. TO IDENTIFY THE FIRE HYDRANT LOCATIONS, CONTRACTOR SHALL PLACE A BLUE REFLECTIVE MARKER AT THE CENTER LINE OF STREET ADJACENT TO THE FIRE HYDRANTS AS REQUIRED BY ORDINANCE #5667.

5. ALL UNDERGROUND INSPECTIONS, PRESSURE AND FLUSH VERIFICATIONS OF ALL FIRE HYDRANTS AND FIRE LINES, SHALL BE CONDUCTED BEFORE COVERING THE LINES. CALL THE CITY OF LAS VEGAS INSPECTION HOT-LINE AT 229-2071 TO REQUEST AN INSPECTION BY THE CITY OF LAS VEGAS FIRE DEPARTMENT.

6. PAINTING OF THE CURBS AND FIRE HYDRANTS AND ALL OTHER WORK NECESSARY AS REQUIRED BY ORDINANCE # 5667, FOR THE PROTECTION OF FIRE HYDRANTS FROM PHYSICAL DAMAGE. SHALL BE COMPLETED BEFORE APPROVAL BY THE CITY OF LAS VEGAS FIRE DEPARTMENT.

7. A PERMIT IS REQUIRED FROM THE CITY OF LAS VEGAS FIRE DEPARTMENT FOR THE ON-SITE WATER LINES AND FIRE HYDRANTS. THE PERMIT AND CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING FORM SHALL BE OBTAINED FROM THE FIRE PROTECTION ENGINEER BEFORE COMMENCEMENT OF WORK.

8. PRIVATE FIRE HYDRANTS SHALL BE PAINTED RED.

9. PRIOR TO THE FINAL OCCUPANCY, A FLOW TEST MUST BE WITNESSED BY THE CITY OF LAS VEGAS FIRE DEPARTMENT TO VERIFY AVAILABILITY OF THE REQUIRED FIRE FLOW.

10. ALL ON-SITE UNDERGROUND WATER MAINS AND MATERIALS SHALL BE U.L. LISTED, A.W.W.A. APPROVED, AND SHALL BE RATED FOR THE APPROPRIATE WORKING PRESSURE.

11. FIRE HYDRANTS SPACING SHALL BE:
RESIDENTIAL – 500 FEET UNSPRINKLERED; 600 FEET SPRINKLERED.
COMMERCIAL – 300 FEET UNSPRINKLERED 400 FEET SPRINKLERED.

12. WHERE NEW WATER MAINS ARE EXTENDED ALONG STREETS WHERE FIRE HYDRANTS ARE NOT NEEDED FOR PROTECTION OF THE STRUCTURES, FIRE HYDRANTS SHALL BE INSTALLED AT MAXIMUM 1,000 FOOT SPACING, TO PROVIDE FOR TRANSPORTATION HAZARDS. WHERE STREETS ARE PROVIDED WITH MEDIAN DIVIDERS OR HAVE FOUR OR MORE TRAFFIC LANES AND HAVE TRAFFIC COUNT OF MORE THAN 30,000 PER DAY, HYDRANTS ARE REQUIRED ON EACH SIDE OF THE STREET SPACED AT 500 FEET ON AN ALTERNATING BASIS.

13. NO FIRE HYDRANTS SHALL BE LOCATED WITHIN THE REQUIRED RADIUS OF A CUL-DE-SAC OR WITHIN 20 FEET OF THE PERIMETER OF THE RADIUS OF THE CUL-DE-SAC.

14. NO FIRE HYDRANTS SHALL BE LOCATED WITHIN 6 FEET OF ANY CURB RETURN, DRIVEWAY, POWER POLE, STREET LIGHT OR ANY OTHER OBSTRUCTION.

15. THE MAXIMUM DISTANCE FROM A FIRE HYDRANT TO A ONE-TWO FAMILY DWELLING SHALL NOT EXCEED 300 FEET, AS MEASURED BY AN APPROVED ROUTE.

16. THE MAXIMUM DISTANCE FROM A FIRE HYDRANT TO A FIRE DEPARTMENT CONNECTION (FDC) SHALL NOT EXCEED 100 FEET, AS MEASURED BY AN APPROVED ROUTE.

17. THE MAXIMUM DISTANCE FROM A FIRE HYDRANT TO THE END OF A DEAD-END STREET SHALL NOT EXCEED 200 FEET.

18. TWO SOURCES OF SUPPLY ARE REQUIRED WHENEVER THERE ARE 4 OR MORE FIRE HYDRANTS/SPRINKLER LEAD-INS ARE INSTALLED ON A SINGLE SYSTEM. SECTIONAL CONTROL VALVES SHALL BE INSTALLED SO THAT NO MORE THAN 2 FIRE HYDRANTS CAN BE OUT OF SERVICE DUE TO A BREAK IN A WATER MAIN.

19. ALL FIRE APPARATUS ACCESS ROADS SHALL BE PAVED TO PROVIDE ALL-WEATHER DRIVING CAPABILITIES, AND SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF THE FIRE APPARATUS.

20. THE GRADIENT FOR A FIRE APPARATUS ACCESS ROADS SHALL NOT EXCEED 12% ANGLES OF APPROACH AND ANGLES OF DEPARTURE SHALL NOT EXCEED 6% FOR 25 FEET PRIOR TO OR AFTER THE GRADE CHANGE.

21. THE TURNING RADIUS OF A FIRE APPARATUS ACCESS ROADS SHALL BE NO LESS THAN 52 FEET OUTSIDE AND 28 FEET INSIDE TURNING RADIUS.

22. VERTICAL CLEARANCE OF ALL FIRE APPARATUS ACCESS ROADS SHALL BE NOT LESS THAN 13 FEET 6 INCHES.

23. FIRE DEPARTMENT ACCESS ROADS IN ALL RESIDENTIAL DEVELOPMENTS (EXCEPT FOR THE APARTMENT BUILDINGS) SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF NOT LESS THAN 36 FEET FLOW LINE TO THE FLOW LINE (THIS WIDTH MAY BE REDUCED TO 24 FEET, IF ALL BUILDINGS FRONTING THE STREET ARE SPRINKLERED) FOR MAIN RESIDENTIAL STREETS, WITH PARKING PERMITTED ON BOTH SIDES OF THE STREET. PRIVATE DRIVE AISLES, DRIVEWAYS, ETC. SHALL BE ALLOWED TO BE REDUCED TO A MINIMUM WIDTH OF 24 FEET WIDE FLOW LINE TO THE FLOW LINE WHEN SERVING NO MORE THAN 6 RESIDENCES, AND WHEN ON STREET PARKING IS DISALLOWED.

24. ALL FIRE DEPARTMENT ACCESS ROADS IN COMMERCIAL DEVELOPMENTS AND APARTMENT COMPLEXES SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF NOT LESS THAN 24 FEET (FLOW LINE TO FLOW LINE), PROVIDED NO PARKING IS ALLOWED ON EITHER SIDE; 32 FEET (FLOW LINE TO FLOW LINE), IF PARALLEL PARKING IS ALLOWED ON ONE SIDE ONLY; AND 40 FEET (FLOW LINE TO FLOW LINE), IF PARALLEL PARKING IS ALLOWED ON BOTH SIDES. THESE WIDTHS MAY BE REDUCED BY 4 FEET IF ALL BUILDINGS ARE SPRINKLERED.

25. A FIRE DEPARTMENT ACCESS ROAD SHALL EXTEND TO WITHIN 50 FEET OF A SINGLE EXTERIOR DOOR PROVIDING ACCESS TO THE INTERIOR OF THE BUILDING.

26. A FIRE APPARATUS ACCESS ROAD SHALL BE REQUIRED WHEN ANY PORTION OF AN EXTERIOR WALL OF THE FIRST STORY IS LOCATED MORE THAN 150 FEET FROM A FIRE DEPARTMENT VEHICLE ACCESS. THIS DISTANCE COULD BE INCREASED TO 250 FEET IF THE BUILDING IS SPRINKLERED.

27. APPROVED SECONDARY FIRE APPARATUS ACCESS SHALL BE PROVIDE FOR 100 OR MORE DWELLING UNITS, ROAD(S) WITH DEAD-ENDS OR WITH A SINGLE POINT OF ACCESS IN EXCESS OF 600 FEET, AND FOR ALL COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL DEVELOPMENTS.

28. ALL DEAD-END FIRE APPARATUS ACCESS ROADS AND OR FIRE LANES, PUBLIC OR PRIVATE, IN EXCESS OF 150 FEET IN LENGTH SHALL BE PROVIDED WITH AN APPROVED TURN AROUND AREA HAVING A MINIMUM DIAMETER OF 81 FEET.

29. ALL FIRE APPARATUS ACCESS ROADS SHALL BE MARKED BY PLACING APPROVED SIGNS AT THE START OF THE DESIGNATED FIRE LANE, ONE SIGN AT THE END OF THE FIRE LANE AND WITH SIGNS AT INTERVALS 100 FEET ALONG ALL DESIGNATED FIRE LANES. SIGNS TO BE PLACED ON BOTH SIDES OF AN ACCESS ROADWAY IF NEEDED TO PREVENT PARKING ON EITHER SIDE. SIGNS TO BE INSTALLED NO HIGHER THAN 10 FEET OR LESS THAN 6 FEET FROM ROADWAY LEVEL. THE CURBS ALONG OR ON THE PAVEMENT OR CEMENT IF CURB IS NOT PROVIDED SHALL BE PAINTED WITH A RED WEATHER RESISTANT PAINT IN ADDITION TO THE SIGNS.

30. ELECTRICALLY CONTROLLED ACCESS GATES SHALL BE PROVIDED WITH AN APPROVED EMERGENCY VEHICLE DETECTOR/RECEIVER SYSTEM. SAID SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LAS VEGAS GUIDELINES FOR AUTOMATIC EMERGENCY VEHICLE ACCESS GATES.

LAS VEGAS VALLEY WATER DISTRICT STANDARD NOTES

LVVWD PROJECT # 112503

1. NO WORK SHALL BEGIN UNTIL THE WATER PLANS HAVE BEEN APPROVED FOR CONSTRUCTION BY THE LVVWD. FOLLOWING WATER PLAN APPROVAL, NOTICE SHALL BE GIVEN TO THE LVVWD COMMUNICATION SUPPORT CENTER (258-7171) TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION. FOR FUTURE INSPECTIONS, NOTICE MUST BE GIVEN BY 2:00 P.M. THE BUSINESS DAY PRIOR TO THE REQUESTED LVVWD INSPECTION. WHEN REQUESTING INSPECTIONS, PLEASE REFER TO THE PROJECT # IDENTIFIED ABOVE.

2. ALL WORK SHALL CONFORM TO LVVWD STANDARD PLATES, DRAWINGS, AND SPECIFICATIONS, AND TO THE 2003 EDITION OF THE UNIFORM DESIGN AND CONSTRUCTION STANDARDS FOR POTABLE WATER SYSTEMS (UDACS).

3. ALL WORK, EXCEPT AS MODIFIED BY THESE PLANS OR BY NOTE 2 ABOVE, SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT DRAFT OR EDITION OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFFSITE IMPROVEMENTS, CLARK COUNTY AREA.

4. A SINGLE PIPE MATERIAL SHALL BE USED THROUGHOUT THE PROJECT UNLESS OTHERWISE APPROVED BY THE LVVWD.

5. ALL SERVICE LATERALS TWO (2) INCHES IN DIAMETER AND SMALLER SHALL BE TYPE K COPPER TUBING WITH LVVWD APPROVED SERVICE SADDLES.

6. ALL WATER METER BOXES SHALL BE LOCATED OUTSIDE OF DRIVEWAY AREAS.

7. ALL VALVES SHALL BE LOCATED OUTSIDE OF DRIVEWAYS, VALLEY AND CURB GUTTERS.

8. ALL WATER AND STORM DRAIN OR SANITARY SEWER CROSSINGS SHALL CONFORM TO SECTION 2.19 OF THE 2003 EDITION OF THE UDACS.

9. ALL WATER FACILITIES SHALL BE FILLED, DISINFECTED, PRESSURE TESTED, FLUSHED, FILLED AND AN ACCEPTABLE WATER SAMPLE OBTAINED, PRIOR TO CONNECTION TO THE LVVWD'S DISTRIBUTION SYSTEM.

10. THE CONTRACTOR MUST OBTAIN ALL METERS TWO (2) INCHES AND SMALLER FROM LVVWD CENTRAL STORES. TELEPHONE 258-3152 OR 258-3802 TWO (2) WORKING DAYS PRIOR TO METER PICKUP.

11. ANY INTERRUPTION OF SERVICE MUST BE PERFORMED IN ACCORDANCE WITH UDACS SECTION 3.13.01, AND APPROVED BY THE LVVWD INSPECTION DIVISION PRIOR TO SHUTDOWN. PROPER WRITTEN NOTIFICATION MUST BE GIVEN TO ALL AFFECTED CUSTOMERS.

12. ALL WATER FACILITY CONSTRUCTION MATERIALS USED MUST BE AS LISTED ON THE LVVWD PRE-APPROVED MATERIALS AND MANUFACTURER'S LISTING FOR NEW FACILITIES, LATEST REVISION, OR SPECIFICALLY APPROVED ON THESE PLANS.

13. TELEPHONE "CALL BEFORE YOU DIG" AT 1-800-227-2600.

APPROVED FOR CONSTRUCTION

LAS VEGAS VALLEY WATER DISTRICT PROJECT # 112503 — DATE 10/31/07

NOTE:
THE DISTRICT CAN NOT GUARANTEE A WATER-TIGHT SHUTDOWN WHERE CONNECTIONS OR REPAIRS TO EXISTING FACILITIES ARE REQUIRED. THE CONTRACTOR SHALL ENSUER ALL LABOR AND EQUIPMENT IS AVAILABLE TO REMOVE FUGITIVE WATER WHICH MAY IMPEDE CONSTURCTION AT ALL TIMES. COORDINATION WITH INSPECTION DIVISION MUST TAKE PLACE PRIOR TO ANY TRIAL SHUTDOWN.
CONTRACTOR TO INSTALL TEMPORARY SERVICE TO ENSURE PROPER SHUTDOWN IN THE EVENT NO OTHER APPURTENANCES ARE AVAILABLE ESN 048
THE LOCATION OF ALL WATER SERVICE LINES ARE NOT SHOWN ON THE DRAWINGS. HOWEVER, IT SHALL BE THE CONTRACTOR'S PRESPONSIBILITY TO RELOCATE ALL WATER SERVICE MAINS AND LINES INTERFERING WITH CONSTRUCTION ACCORDING TO THE LAS VEGAS VALLEY WATER DISTRICT'S STANDARDS. ANY WATER METER TO BE OUT OF SERVICE MUST BE PROVIDED WITH TEMPORARY SERVICE.

BASIS OF BEARING

NORTH 00°05'12" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN BOOK 113, PAGE 38 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "0C90 21W6", BEING A RIVET PLATE IN TOP OF HEADWALL ON THE WEST SIDE OF U.S. 95 @ MP 88.70.
ELEVATION: 2481.65 (FEET)
756.4077 (METERS)
CITY OF LAS VEGAS VERTICAL CONTROL v.2002 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

DEVIATIONS FROM STANDARDS

NONE

WVR-35710
10/08/09 PC

SAFETY ALERT
Call
Before You Overhead
1-702-593-6111

Avoid cutting underground utility lines. It's costly.
Call before you Dig
1-800-227-2600

Call before you UnderGround
1-702-455-7511
CLARK COUNTY TRAFFIC OPERATIONS AND
1-702-229-6611
LAS VEGAS AREA COMPUTERIZED TRAFFIC SYSTEM

TITLE: GENERAL NOTES

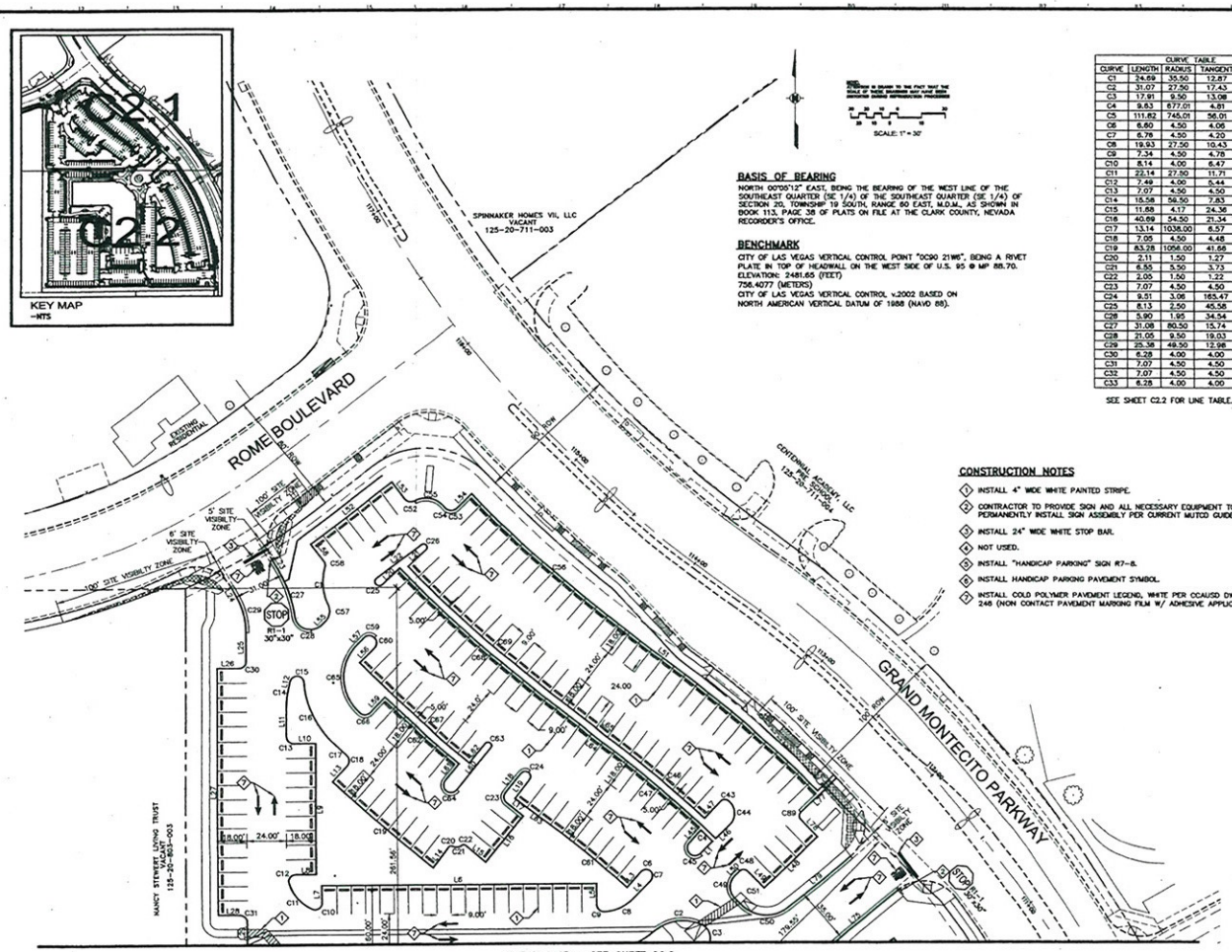
PROJECT: MONTECITO POINT
Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

DATE (YYYY-MM-DD): 2007-01-08
CONSULTANT CONTACT: JIM HAGNOT
CONSULTANT JOB NUMBER: 092435003

RICHARD A. MOLES, Exp. 12/31/07, CIVIL, No. 10381, STATE OF NEVADA — 10/31/07

DRAWING NO. C1.3 — SHEET 3 OF 25
CLV # 107V4839

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



BASIS OF BEARING

NORTH 00°05'12" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN BOOK 113, PAGE 38 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "0C90 21W5", BEING A RIVET PLATE IN TOP OF HEADWALL ON THE WEST SIDE OF U.S. 95 @ MP 88.70.
ELEVATION: 2481.65 (FEET)
756.4077 (METERS)
CITY OF LAS VEGAS VERTICAL CONTROL v.2002 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

CONSTRUCTION NOTES

1. INSTALL 4" WIDE WHITE PAINTED STRIPE.
2. CONTRACTOR TO PROVIDE SIGN AND ALL NECESSARY EQUIPMENT TO PERMANENTLY INSTALL SIGN ASSEMBLY PER CURRENT MUTCD GUIDELINES.
3. INSTALL 24" WIDE WHITE STOP BAR.
4. NOT USED.
5. INSTALL "HANDICAP PARKING" SIGN R7-8.
6. INSTALL HANDICAP PARKING PAVEMENT SYMBOL.
7. INSTALL COLD POLYMER PAVEMENT LEGEND, WHITE PER CCAUSD DWG. NO. 246 (NON CONTACT PAVEMENT MARKING FILM W/ ADHESIVE APPLICATION).

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	54.69	35.50	12.87	39°50'51"
C2	31.07	27.50	17.43	64°44'10"
C3	17.91	9.50	13.08	108°00'07"
C4	9.83	677.01	4.91	0°48'53"
C5	111.82	745.01	56.01	8°35'58"
C6	6.80	4.50	4.06	84°04'25"
C7	6.78	4.50	4.20	86°20'26"
C8	18.93	27.50	10.43	41°31'30"
C9	7.34	4.50	4.78	93°28'10"
C10	8.14	4.00	6.47	116°32'21"
C11	22.14	27.50	11.71	46°07'36"
C12	7.49	4.00	5.44	107°19'47"
C13	7.07	4.50	4.50	90°00'00"
C14	15.58	56.50	7.83	15°47'00"
C15	11.88	4.17	24.36	160°30'01"
C16	40.89	54.50	21.34	42°46'20"
C17	13.14	1038.00	6.57	0°43'30"
C18	7.05	4.50	4.48	89°43'31"
C19	83.28	1096.00	41.66	4°31'08"
C20	2.11	1.50	1.27	80°39'37"
C21	8.50	5.50	5.73	88°33'18"
C22	2.05	1.50	1.22	78°22'25"
C23	7.07	4.50	4.50	90°00'00"
C24	9.51	3.08	185.47	177°52'44"
C25	8.13	2.50	45.58	186°17'00"
C26	5.90	1.95	34.54	173°32'24"
C27	31.08	80.50	15.74	22°07'20"
C28	21.05	9.50	19.03	126°56'21"
C29	25.38	49.50	12.98	29°22'47"
C30	6.28	4.00	4.00	90°00'00"
C31	7.07	4.50	4.50	90°00'00"
C32	7.07	4.50	4.50	90°00'00"
C33	6.28	4.00	4.00	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C34	6.28	4.00	4.00	90°00'00"
C35	7.23	4.00	5.08	103°32'07"
C36	23.96	27.50	12.80	49°55'33"
C37	8.14	4.00	6.47	116°32'21"
C38	7.85	5.00	5.00	90°00'00"
C39	36.60	52.50	19.08	39°56'51"
C40	81.27	28.94	172.07	160°54'22"
C41	11.35	9.50	6.47	68°28'34"
C42	7.07	4.50	4.50	90°00'00"
C43	4.40	3.00	2.71	84°07'19"
C44	17.39	10.00	11.73	99°05'06"
C45	14.05	4.54	177.64	177°24'08"
C46	67.17	684.01	33.61	5°37'37"
C47	79.84	680.01	39.97	6°43'37"
C48	4.71	3.00	3.00	90°00'00"
C49	15.55	10.00	9.84	89°06'17"
C50	30.30	20.00	18.92	86°48'22"
C51	6.28	682.01	3.14	0°32'38"
C52	7.00	5.00	4.21	80°11'03"
C53	7.89	5.00	5.03	90°21'32"
C54	1.64	563.00	0.82	0°08'23"
C55	20.16	15.50	11.79	74°31'54"
C56	141.04	865.00	70.67	9°20'31"
C57	11.68	8.50	6.69	70°32'46"
C58	4.14	4.50	2.23	52°38'47"
C59	7.09	4.50	4.52	90°17'35"
C60	7.05	4.50	4.48	89°45'25"
C61	53.49	619.01	26.76	4°57'05"
C62	62.85	995.00	31.44	3°37'09"
C63	6.28	2.00	INFINITE	180°00'00"
C64	13.92	4.42	INFINITE	180°16'31"
C65	48.98	29.50	32.27	95°07'49"
C66	6.30	4.50	3.79	80°14'52"
C67	93.68	991.00	46.88	5°24'54"
C68	148.90	930.00	74.61	9°10'25"
C69	145.41	926.00	72.86	8°59'50"
C70	1.78	4.50	0.90	22°36'47"
C71	258.94	680.01	131.06	21°49'03"
C72	255.59	684.01	129.30	21°24'34"
C73	3.31	4.50	1.73	42°10'07"
C74	25.42	27.50	13.70	52°57'43"
C75	28.24	52.50	14.47	30°48'56"
C76	41.40	637.01	20.71	3°43'26"
C77	21.02	8.50	18.95	126°56'24"
C78	7.07	4.50	4.50	90°00'00"
C79	5.31	3.00	3.66	101°19'10"
C80	5.11	3.00	3.43	97°36'11"
C81	14.90	10.00	9.23	85°23'05"
C82	13.20	10.00	7.78	75°38'31"
C83	4.24	3.00	2.58	80°56'00"
C84	4.71	3.00	3.00	90°00'00"
C85	17.11	10.00	11.51	98°02'50"
C86	30.30	20.00	18.91	86°46'21"
C87	5.97	682.01	2.99	0°31'91"
C88	352.14	745.01	179.42	27°04'56"
C89	4.71	3.00	3.00	90°00'00"
C90	5.50	3.50	3.50	90°00'00"
C91	6.28	4.00	4.00	90°00'00"
C92	6.28	4.00	4.00	90°00'00"
C93	22.78	14.50	14.50	90°00'00"
C94	7.10	4.50	4.54	90°27'11"
C95	4.96	2.50	3.82	113°35'00"
C96	5.00	2.50	3.90	114°38'28"
C97	20.04	27.50	10.48	41°45'31"
C98	6.28	4.00	4.00	90°00'00"
C99	6.28	4.00	4.00	90°00'00"
C100	6.28	4.00	4.00	90°00'00"
C101	22.78	14.50	14.50	90°00'00"
C102	31.88	27.50	18.00	66°26'19"
C103	4.96	2.50	3.82	113°34'41"
C104	6.28	4.00	4.00	90°00'00"
C105	10.58	3.50	65.90	173°16'45"
C106	10.81	3.37	96.61	183°56'30"
C107	5.80	4.00	3.55	83°06'34"
C108	7.17	4.50	4.60	91°16'48"
C109	24.31	15.00	15.77	92°52'24"
C110	203.47	619.01	102.66	18°50'00"
C111	7.07	4.50	4.50	90°00'00"
C112	7.07	4.50	4.50	90°00'00"
C113	4.71	3.00	3.00	90°00'00"
C114	4.71	3.00	3.00	90°00'00"
C115	15.14	10.00	9.45	86°44'56"
C116	23.25	15.00	14.69	88°48'48"
C117	4.81	3.00	2.90	88°07'17"

SEE SHEET C2.2 FOR LINE TABLE.

SAFETY ALERT
Call Before You Overhead
1-702-593-8111

Avoid cutting underground utility lines. It's costly.
Call before you Dig
1-800-227-2600

Call Before you UnderGround
1-702-455-7511
1-702-229-6611

LAUTH
317-846-6500 • lauthproperty.com

LAUTH PROPERTY GROUP
7687 E. Bahama Pts., Suite 900
Indianapolis, IN 46211
PROJECT: 409
CONTACT: R. Kelly
TELEPHONE: 720-279-1490
FACSIMILE: 720-279-1578
E-MAIL: RKELLY@LAUTHGT
PROJECT NUMBER: 7984
STATE NUMBER:

Kimley-Horn and Associates, Inc.
Engineering, Planning, and Environmental Consultants
7740 West Sahara Avenue, Suite 410
Las Vegas, Nevada 89117
Ph. No. (702) 233-1919
Fx. No. (702) 233-1848

CERTIFICATE OF AUTHORIZATION
RICHARD A. MOLES
Exp. 12/31/07
CIVIL
No. 10391
STATE OF NEVADA
2/13/07

CERTIFIED BY:

NO.	DATE	DESCRIPTION
1	07-11-08	
2	07-01-09	

TITLE: HORIZONTAL CONTROL, SIGNAGE + STRIPING PLAN 1

PROJECT:
MONTECITO POINT
Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

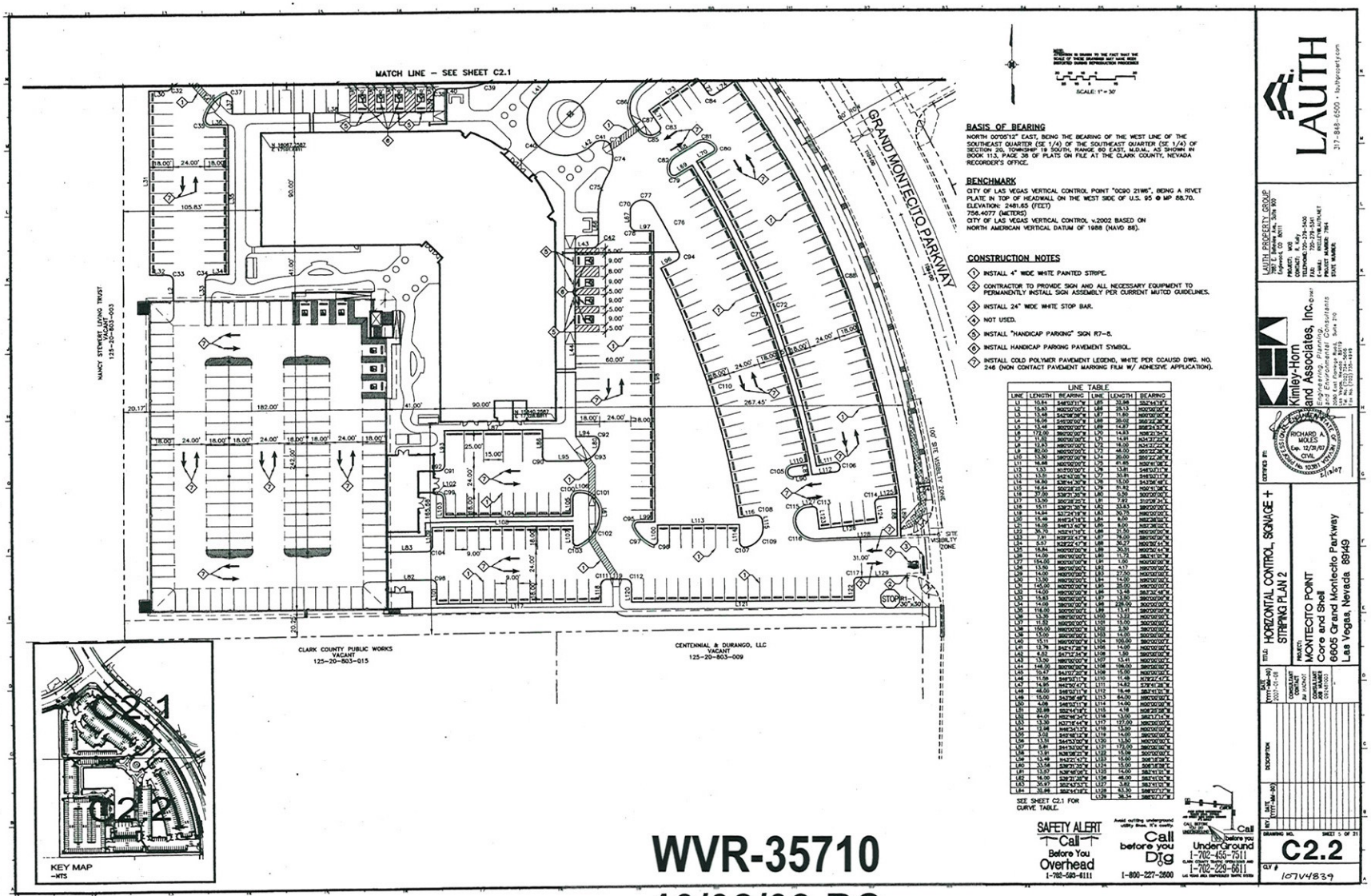
CONSULTANT CONTACT: R. Kelly
CONSULTANT JOB NUMBER: 092610001

DRAWING NO. C2.1
SHEET 4 OF 21

CLV #: 1078839

WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



SCALE: 1" = 30'

BASIS OF BEARING

NORTH 00°05'12" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN BOOK 113, PAGE 39 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "0C90 21W6", BEING A RIVET PLATE IN TOP OF HEADWALL ON THE WEST SIDE OF U.S. 95 @ MP 88.70.
ELEVATION: 2481.63 (FEET)
756.4077 (METERS)
CITY OF LAS VEGAS VERTICAL CONTROL v.2002 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

CONSTRUCTION NOTES

1. INSTALL 4" WIDE WHITE PAINTED STRIPE.
2. CONTRACTOR TO PROVIDE SIGN AND ALL NECESSARY EQUIPMENT TO PERMANENTLY INSTALL SIGN ASSEMBLY PER CURRENT MUTCD GUIDELINES.
3. INSTALL 24" WIDE WHITE STOP BAR.
4. NOT USED.
5. INSTALL "HANDICAP PARKING" SIGN R7-8.
6. INSTALL HANDICAP PARKING PAVEMENT SYMBOL.
7. INSTALL COLD POLYMER PAVEMENT LEGEND, WHITE PER CCAUSD DWG. NO. 246 (NON CONTACT PAVEMENT MARKING FILM W/ ADHESIVE APPLICATION).

LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	10.84	S48°51'11"W	L66	30.08	S52°44'19"E
L2	13.83	N00°00'00"E	L67	28.13	N00°00'00"E
L3	14.85	N42°16'29"E	L68	11.92	N00°00'00"E
L4	16.08	S45°00'00"E	L69	30.00	S62°42'48"W
L5	14.85	S42°16'29"W	L70	14.83	N27°21'34"E
L6	172.00	S90°00'00"E	L71	14.83	N38°21'34"E
L7	11.18	S63°26'06"E	L72	14.83	N38°21'34"E
L8	12.83	N90°00'00"E	L73	18.00	N34°37'07"E
L9	13.83	N90°00'00"E	L74	46.00	N34°37'07"E
L10	13.50	S90°00'00"E	L75	30.00	S62°42'48"W
L11	13.50	S90°00'00"E	L76	30.00	S62°42'48"W
L12	16.66	N00°00'00"E	L77	61.89	N00°41'36"E
L13	16.64	N00°24'20"E	L78	61.82	N00°41'36"E
L14	13.50	S90°00'00"E	L79	30.00	S00°00'00"E
L15	13.50	S90°00'00"E	L80	30.00	S48°51'11"W
L16	13.50	S90°00'00"E	L81	7.83	S10°08'24"E
L17	13.50	S90°00'00"E	L82	33.83	S90°00'00"E
L18	14.84	S37°34'19"W	L83	30.75	N90°00'00"E
L19	15.48	S48°51'11"W	L84	8.00	N90°00'00"E
L20	15.48	S48°51'11"W	L85	8.00	N90°00'00"E
L21	10.79	N52°41'14"E	L86	21.50	N90°00'00"E
L22	10.79	N52°41'14"E	L87	46.00	N90°00'00"E
L23	5.37	N38°22'47"W	L88	30.37	N00°00'44"W
L24	13.84	N38°22'47"W	L89	30.37	N00°00'44"W
L25	14.00	N90°00'00"E	L90	11.50	S62°42'48"W
L26	13.50	N90°00'00"E	L91	4.13	N00°00'00"E
L27	13.50	N90°00'00"E	L92	27.00	N00°00'00"E
L28	13.50	N90°00'00"E	L93	14.00	N00°00'00"E
L29	13.50	N90°00'00"E	L94	14.00	N00°00'00"E
L30	13.50	N90°00'00"E	L95	14.00	N00°00'00"E
L31	13.50	N90°00'00"E	L96	13.41	N00°00'00"E
L32	13.50	N90°00'00"E	L97	13.41	N00°00'00"E
L33	13.50	N90°00'00"E	L98	106.00	S90°00'00"E
L34	13.50	N90°00'00"E	L99	15.00	S90°00'00"E
L35	13.50	N90°00'00"E	L100	15.00	S90°00'00"E
L36	13.50	N90°00'00"E	L101	15.00	S90°00'00"E
L37	11.55	N00°00'00"E	L102	13.00	S90°00'00"E
L38	11.55	N00°00'00"E	L103	13.00	S90°00'00"E
L39	13.50	N00°00'00"E	L104	3.58	S90°00'00"E
L40	13.50	N00°00'00"E	L105	14.00	S90°00'00"E
L41	13.76	N47°17'34"W	L106	14.00	S90°00'00"E
L42	6.42	N47°17'34"W	L107	1.80	S90°00'00"E
L43	13.76	N47°17'34"W	L108	1.80	S90°00'00"E
L44	148.00	S90°00'00"W	L109	106.00	S90°00'00"E
L45	11.74	S47°17'34"E	L110	15.00	S90°00'00"E
L46	11.59	S48°51'11"W	L111	11.48	S72°41'34"E
L47	14.85	S42°16'29"W	L112	11.48	S72°41'34"E
L48	46.00	S48°51'11"W	L113	18.48	S51°41'34"E
L49	13.50	S42°16'29"W	L114	14.00	N90°00'00"E
L50	13.50	S42°16'29"W	L115	14.00	N90°00'00"E
L51	4.08	S42°16'29"W	L116	14.00	N90°00'00"E
L52	30.89	S52°44'19"E	L117	4.58	N38°21'34"E
L53	30.89	S52°44'19"E	L118	13.00	N90°00'00"E
L54	13.50	S27°34'47"W	L119	127.00	N90°00'00"E
L55	13.50	S27°34'47"W	L120	13.00	N90°00'00"E
L56	13.50	S48°51'11"W	L121	14.00	N90°00'00"E
L57	13.50	S48°51'11"W	L122	14.00	N90°00'00"E
L58	9.81	S41°39'00"W	L123	172.00	N90°00'00"E
L59	13.50	S48°51'11"W	L124	15.00	N90°00'00"E
L60	13.49	S42°16'29"W	L125	15.00	S08°13'26"E
L61	13.50	S42°16'29"W	L126	15.00	S08°13'26"E
L62	13.50	S36°31'20"W	L127	15.00	S08°13'26"E
L63	16.00	S36°31'20"W	L128	46.00	S81°41'34"E
L64	30.67	S52°44'19"E	L129	63.00	S81°41'34"E
L65	30.84	S52°44'19"E	L130	36.54	S81°41'34"E

SEE SHEET C2.1 FOR CURVE TABLE.

SAFETY ALERT
Call Before You Overhead
1-702-550-8111

Call before you Dig
1-800-227-2600

Call before you UnderGround
1-702-455-7511
1-702-229-6611

WVR-35710
10/08/09 PC

LAUTH
317-846-6500 • lauthpropertygroup.com

LAUTH PROPERTY GROUP
750 E. Bunker Ct., Suite 300
Vernon Hills, IL 60061
PROJECT MGR.
DESIGNER: E. Ley
PHONE: 847-573-3400
FAX: 720-379-1341
E-MAIL: MGILLETTE@LPG.NET
PROJECT NUMBER: 7864
STATE NUMBER:

Kimley-Horn and Associates, Inc. © 2007
Engineering, Planning, Surveying, Environmental Consultants
3760 East Ramon Road, Suite 210
Las Vegas, Nevada 89122
Ph No (702) 784-5500
Fx No (702) 735-1499

RICHARD A. MOLES
Exp. 12/31/07
CIVIL
No. 10391
STATE OF NEVADA
5/14/07

CONFIRM BY:

TITLE: HORIZONTAL CONTROL, SIGNAGE + STRIPING PLAN 2

PROJECT: MONTECITO POINT
Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

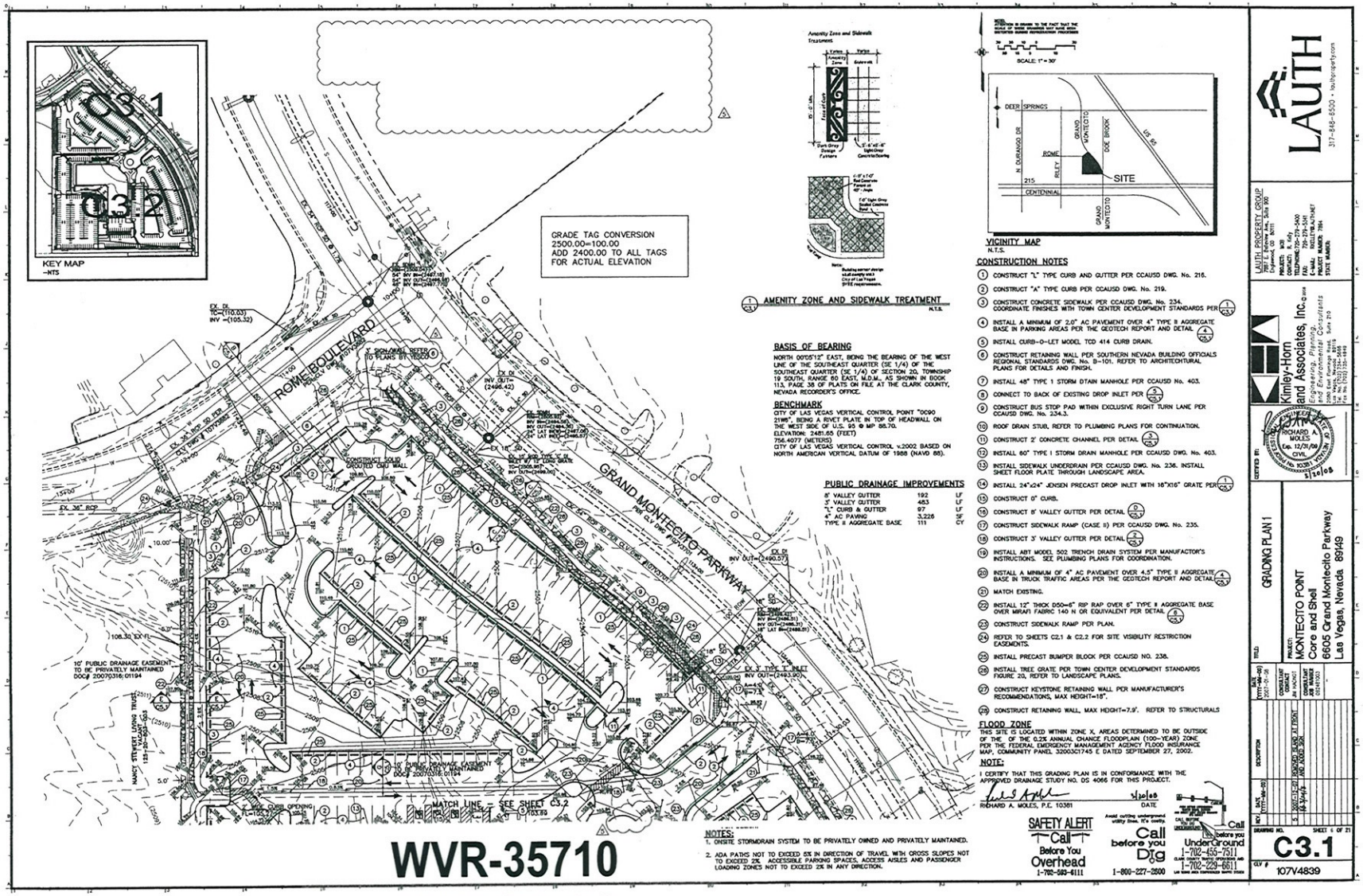
NO.	DATE (YYYY-MM-DD)	DESCRIPTION
	2007-01-01	

CONSULTANT CONTACT: JEFF KRAMER
CONSULTANT JOB NUMBER: 092800000

DRAWING NO. C2.2
SHEET 5 OF 21

CLV # 1074839

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



CONSTRUCTION NOTES

1. CONSTRUCT "L" TYPE CURB AND GUTTER PER CCAUSD DWG. No. 216.
2. CONSTRUCT "A" TYPE CURB PER CCAUSD DWG. No. 219.
3. CONSTRUCT CONCRETE SIDEWALK PER CCAUSD DWG. No. 234. COORDINATE FINISHES WITH TOWN CENTER DEVELOPMENT STANDARDS PER 1/C5.1
4. INSTALL A MINIMUM OF 2.0" AC PAVEMENT OVER 4" TYPE II AGGREGATE BASE IN PARKING AREAS PER THE GEOTECH REPORT AND DETAIL 4/C5.1
5. INSTALL CURB-O-LET MODEL TCD 414 CURB DRAIN.
6. CONSTRUCT RETAINING WALL PER SOUTHERN NEVADA BUILDING OFFICIALS REGIONAL STANDARDS DWG. No. B-101. REFER TO ARCHITECHTURAL PLANS FOR DETAILS AND FINISH.
7. INSTALL 48" TYPE 1 STORM DTAIN MANHOLE PER CCAUSD No. 403.
8. CONNECT TO BACK OF EXISTING DROP INLET PER 5/C5.1
9. CONSTRUCT BUS STOP PAD WITHIN EXCLUSIVE RIGHT TURN LANE PER CCAUSD DWG. No. 234.3.
10. ROOF DRAIN STUB, REFER TO PLUMBING PLANS FOR CONTINUATION.
11. CONSTRUCT 2' CONCRETE CHANNEL PER DETAIL 3/C5.1
12. INSTALL 60" TYPE I STORM DRAIN MANHOLE PER CCAUSD DWG. No. 403.
13. INSTALL SIDEWALK UNDERDRAIN PER CCAUSD DWG. No. 236. INSTALL SHEET FLOOR PLATE THROUGH LANDSCAPE AREA.
14. INSTALL 24"x24" JENSEN PRECAST DROP INLET WITH 16"X16" GRATE PER 1/C5.1
15. CONSTRUCT 6" CURB.
16. CONSTRUCT 8' VALLEY GUTTER PER DETAIL 2/C5.1
17. CONSTRUCT SIDEWALK RAMP (CASE II) PER CCAUSD DWG. No. 235.
18. CONSTRUCT 3' VALLEY GUTTER PER DETAIL 7/C5.1
19. INSTALL ABT MODEL 502 TRENCH DRAIN SYSTEM PER MANUFACTOR'S INSTRUCTIONS. SEE PLUMBING PLANS FOR COORDINATION.
20. INSTALL A MINIMUM OF 4" AC PAVEMENT OVER 4.5" TYPE II AGGREGATE BASE IN TRUCK TRAFFIC AREAS PER THE GEOTECH REPORT AND DETAIL 4/C5.1
21. MATCH EXISTING.
22. INSTALL 12" THICK D50=6" RIP RAP OVER 6" TYPE II AGGREGATE BASE OVER MIRAFI FABRIC 140 N OR EQUIVALENT PER DETAIL 6/C5.1
23. CONSTRUCT SIDEWALK RAMP PER PLAN.
24. REFER TO SHEETS C2.1 & C2.2 FOR SITE VISIBILITY RESTRICTION EASEMENTS.
25. INSTALL PRECAST BUMPER BLOCK PER CCAUSD NO. 238.
26. INSTALL TREE GRATE PER TOWN CENTER DEVELOPMENT STANDARDS FIGURE 20, REFER TO LANDSCAPE PLANS.
27. CONSTRUCT KEYSTONE RETAINING WALL PER MANUFACTURER'S RECOMMENDATIONS, MAX HEIGHT=18".
28. CONSTRUCT RETAINING WALL, MAX HEIGHT=7.9'. REFER TO STRUCTURALS

BASIS OF BEARING

NORTH 00°05'12" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN BOOK 113, PAGE 38 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "0090 21W5", BEING A RIVET PLATE IN TOP OF HEADWALL ON THE WEST SIDE OF U.S. 95 @ MP 88.70.
ELEVATION: 2481.65 (FEET)
756.4077 (METERS)
CITY OF LAS VEGAS VERTICAL CONTROL v.2002 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

PUBLIC DRAINAGE IMPROVEMENTS

8" VALLEY GUTTER	192	LF
3' VALLEY GUTTER	453	LF
"L" CURB & GUTTER	97	LF
4" AC PAVING	3,226	SF
TYPE II AGGREGATE BASE	111	CY

FLOOD ZONE

THIS SITE IS LOCATED WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE OF THE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN (100-YEAR) ZONE PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAP, COMMUNITY PANEL 32003C1745 E DATED SEPTEMBER 27, 2002.

NOTE:

I CERTIFY THAT THIS GRADING PLAN IS IN CONFORMANCE WITH THE APPROVED DRAINAGE STUDY NO. DS 4066 FOR THIS PROJECT.

RICHARD A. MOLES, P.E. 10381 — DATE 9/16/09

NOTES:

1. ONSITE STORMDRAIN SYSTEM TO BE PRIVATELY OWNED AND PRIVATELY MAINTAINED.
2. ADA PATHS NOT TO EXCEED 5% IN DIRECTION OF TRAVEL WITH CROSS SLOPES NOT TO EXCEED 2%. ACCESSIBLE PARKING SPACES, ACCESS AISLES AND PASSENGER LOADING ZONES NOT TO EXCEED 2% IN ANY DIRECTION.

SAFETY ALERT — Call Before You Overhead 1-702-593-8111
Call before you Dig 1-800-227-2600
Call before you UnderGround 1-702-455-7511 / 1-702-229-6611

LAUTH
317-848-6500 • lauthproperty.com

LAUTH PROPERTY GROUP
9801 E. Kemper Rd., Suite 900
Cincinnati, OH 45249
PROJECT: N/A
CONTACT: K. Kelly
TELEPHONE: 513-326-7300
FAX: 513-326-7301
E-MAIL: KELLY@LAUTHGP.COM
STATE MANDA

Kimley-Horn and Associates, Inc.
Engineering, Planning, and Environmental Consultants
7740 W. Sahara Avenue, Suite 450
Las Vegas, Nevada 89117
Ph No. (702) 233-1919
Fax No. (702) 233-1920

RICHARD A. MOLES — Exp. 12/31/09 CIVIL — No. 10381 — STATE OF NEVADA — 9/16/09

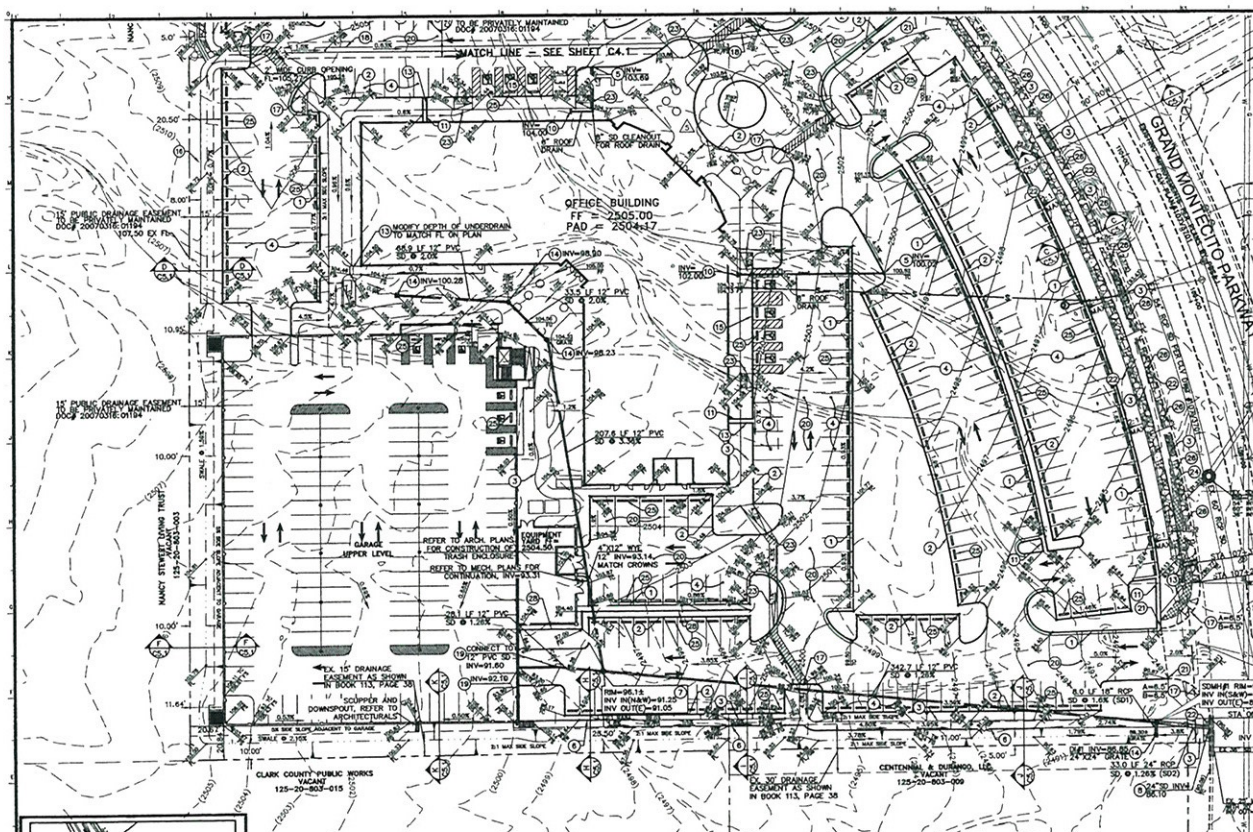
NO	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
1	2009-05-08	PER CITY COMMENTS	JM KNIGHT	JOE ARMER
2	2009-08-07	PER CITY COMMENTS	JM KNIGHT	JOE ARMER
3	2009-09-08	PER CITY COMMENTS	JM KNIGHT	JOE ARMER

DRAWING NO. C3.1 — SHEET 5 OF 21
CLV # 107V4839

TITLE: GRADING PLAN 1
PROJECT: MONTECITO POINT Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

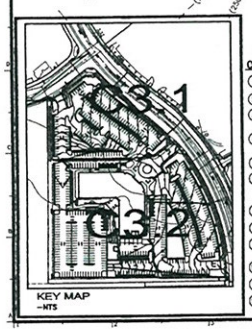
WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



GRADE TAG CONVERSION
2500.00=100.00
ADD 2400.00 TO ALL TAGS
FOR ACTUAL ELEVATION

VICINITY MAP
N.T.S.



KEY MAP
-NTS

CONSTRUCTION NOTES

1. CONSTRUCT "L" TYPE CURB AND GUTTER PER CCAUSD DWG. No. 216.
2. CONSTRUCT "A" TYPE CURB PER CCAUSD DWG. No. 219.
3. CONSTRUCT CONCRETE SIDEWALK PER CCAUSD DWG. No. 234. COORDINATE FINISHES WITH TOWN CENTER DEVELOPMENT STANDARDS PER 1/C3.1
4. INSTALL A MINIMUM OF 2.0" AC PAVEMENT OVER 4" TYPE II AGGREGATE BASE IN PARKING AREAS PER THE GEOTECH REPORT AND DETAIL 4/C5.1
5. INSTALL CURB-O-LET MODEL TCD 414 CURB DRAIN.
6. CONSTRUCT RETAINING WALL PER SOUTHERN NEVADA BUILDING OFFICIALS REGIONAL STANDARDS DWG. No. B-101. REFER TO ARCHITECHTURAL PLANS FOR DETAILS AND FINISH.
7. INSTALL 48" TYPE 1 STORM DTAIN MANHOLE PER CCAUSD No. 403.
8. CONNECT TO BACK OF EXISTING DROP INLET PER 5/C5.1
9. CONSTRUCT BUS STOP PAD WITHIN EXCLUSIVE RIGHT TURN LANE PER CCAUSD DWG. No. 234.3.
10. ROOF DRAIN STUB, REFER TO PLUMBING PLANS FOR CONTINUATION.
11. CONSTRUCT 2' CONCRETE CHANNEL PER DETAIL 3/C5.1
12. INSTALL 60" TYPE I STORM DRAIN MANHOLE PER CCAUSD DWG. No. 403.
13. INSTALL SIDEWALK UNDERDRAIN PER CCAUSD DWG. No. 236. INSTALL SHEET FLOOR PLATE THROUGH LANDSCAPE AREA.
14. INSTALL 24"x24" JENSEN PRECAST DROP INLET WITH 16"X16" GRATE PER 1/C5.1
15. CONSTRUCT 0" CURB.
16. CONSTRUCT 8' VALLEY GUTTER PER DETAIL 0/C5.1
17. CONSTRUCT SIDEWALK RAMP (CASE II) PER CCAUSD DWG. No. 235.
18. CONSTRUCT 3' VALLEY GUTTER PER DETAIL 2/C5.1
19. INSTALL ABT MODEL 502 TRENCH DRAIN SYSTEM PER MANUFACTOR'S INSTRUCTIONS. SEE PLUMBING PLANS FOR COORDINATION.
20. INSTALL A MINIMUM OF 4" AC PAVEMENT OVER 4.5" TYPE II AGGREGATE BASE IN TRUCK TRAFFIC AREAS PER THE GEOTECH REPORT AND DETAIL 4/C5.1
21. MATCH EXISTING.
22. INSTALL 12" THICK D50=6" RIP RAP OVER 6" TYPE II AGGREGATE BASE OVER MIRAFI FABRIC 140 N OR EQUIVALENT PER DETAIL 6/C5.1
23. CONSTRUCT SIDEWALK RAMP PER PLAN.
24. REFER TO SHEETS C2.1 & C2.2 FOR SITE VISIBILITY RESTRICTION EASEMENTS.
25. INSTALL PRECAST BUMPER BLOCK PER CCAUSD NO. 238.
26. INSTALL TREE GRATE PER TOWN CENTER DEVELOPMENT STANDARDS FIGURE 20, REFER TO LANDSCAPE PLANS.
27. CONSTRUCT KEYSTONE RETAINING WALL PER MANUFACTURER'S RECOMMENDATIONS, MAX HEIGHT=18".
28. CONSTRUCT RETAINING WALL, MAX HEIGHT=7.9'. REFER TO STRUCTURALS FOR DESIGN.

NOTES:

1. ONSITE STORMDRAIN SYSTEM TO BE PRIVATELY OWNED AND PRIVATELY MAINTAINED.
2. ADA PATHS NOT TO EXCEED 5% IN DIRECTION OF TRAVEL WITH CROSS SLOPES NOT TO EXCEED 2%. ACCESSIBLE PARKING SPACES, ACCESS AISLES AND PASSENGER LOADING ZONES NOT TO EXCEED 2% IN ANY DIRECTION.

FLOOD ZONE

THIS SITE IS LOCATED WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE OF THE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN (100-YEAR) ZONE PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAP, COMMUNITY PANEL 32003C1745 E DATED SEPTEMBER 27, 2002.

NOTE:

I CERTIFY THAT THIS GRADING PLAN IS IN CONFORMANCE WITH THE APPROVED DRAINAGE STUDY NO. DS 4066 FOR THIS PROJECT.

RICHARD A. MOLES, P.E. 10381 — 3/20/09 DATE

BASIS OF BEARING

NORTH 00°05'12" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN BOOK 113, PAGE 38 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "OC90 21W6", BEING A RIVET PLATE IN TOP OF HEADWALL ON THE WEST SIDE OF U.S. 95 @ MP 88.70.
ELEVATION: 2481.65 (FEET)
756.4077 (METERS)
CITY OF LAS VEGAS VERTICAL CONTROL v.2002 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

SAFETY ALERT
Call Before You Overhead
1-702-593-6111

Call before you Dig
1-800-227-2600

Call before you UnderGround
1-702-455-7511
1-702-229-6611

LAUTH
317-848-6500 • lauthproperty.com

LAUTH PROPERTY GROUP
7807 E. Bellevue Ave., Suite 100
Englewood, CO 80111
PROJECT: MCB
CONTACT: R. Kelly
TELEPHONE: 720-279-5400
FAX: 720-279-3341
E-MAIL: RKELLEY@LAUTH.NET
PROJECT NUMBER: 7594
STATE NUMBER:

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
2020 East Flamingo Road, Suite 210
Las Vegas, Nevada 89119
Tel. No. (702) 734-2666
Fax No. (702) 735-4948

CERTIFIED BY:
RICHARD A. MOLES
Exp. 12/31/09
CIVIL
No. 10381
3/20/09

TITLE: GRADING PLAN 2

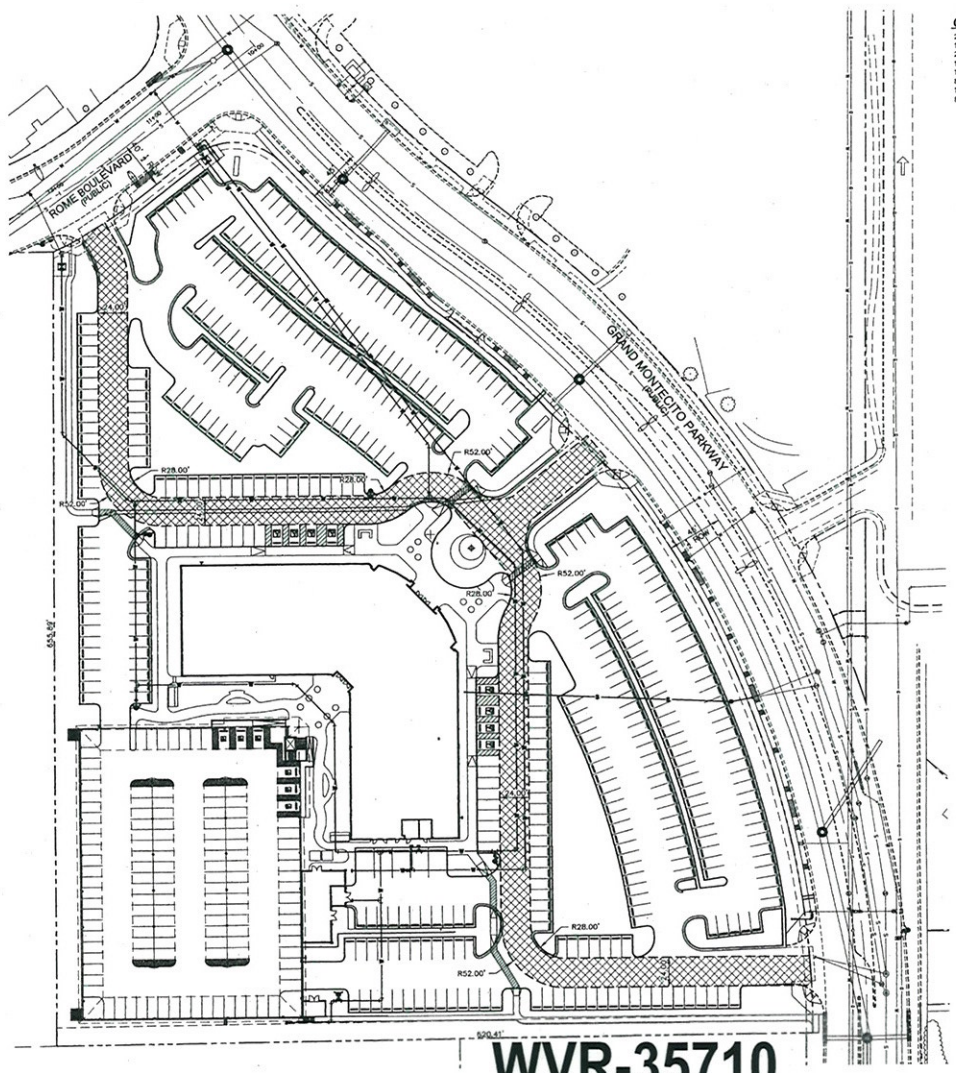
PROJECT: MONTECITO POINT
Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

REV.	DATE	DESCRIPTION
1	2007-08-08	PLAN REVIEW REVISIONS
2	2007-08-08	PLAN REVIEW REVISIONS
3	2007-08-08	PLAN REVIEW REVISIONS
4	2007-08-08	PLAN REVIEW REVISIONS
5	2007-08-08	PLAN REVIEW REVISIONS
6	2007-08-08	PLAN REVIEW REVISIONS

DRAWING NO. C3.2
SHEET 7 OF 21
CLV # 107V4839

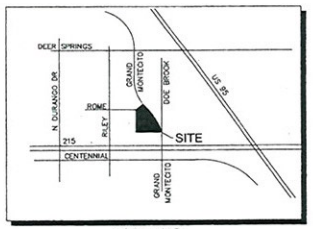
WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



QUANTITIES

2" WATER METER	2 EA
1½" WATER METER	1 EA
2" SERVICE SADDLE	2 EA
1½" SERVICE SADDLE	1 EA
10" DCDA	2 EA
8" PVC C-900 WL	21 LF
10"x8" REDUCER	2 EA
8" 22.5°ELBOW	1 EA



AREA MAP
N.T.S.

SCALE: 1" = 40'

BASIS OF BEARING

NORTH 00°05'12" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN BOOK 113, PAGE 38 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "OC90 21W6", BEING A RIVET PLATE IN TOP OF HEADWALL ON THE WEST SIDE OF U.S. 95 @ MP 88.70.
ELEVATION: 2481.65 (FEET)
756.4077 (METERS)
CITY OF LAS VEGAS VERTICAL CONTROL v.2002 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

LEGEND

FIRE ACCESS ROUTE

FIRE HYDRANT

FIRE FLOW DATA CALCULATIONS

FIRE FLOW REQUIREMENT IS 3,375 GALLONS PER MINUTE AT 20 PSI RESIDUAL PRESSURE.

BASED ON:

SQUARE FOOTAGE (TOTAL):	187,410	SQUARE FEET
LARGEST AREA BETWEEN 4 HR AREA SEPARATION WALLS:	187,410	SQUARE FEET
AREA OF THREE LARGEST SUCCESSIVE FLOORS:	93,705	SQUARE FEET
BUILDING HEIGHT:	94.6	FEET
NUMBER OF STORIES:	6	FLOORS
TYPE OF CONSTRUCTION:	II-A	
OCCUPANCY:	B	
FULL AUTOMATIC FIRE SPRINKLER SYSTEM:	☒ YES ☐ NO	

REVIEWED BY: [signature] LAS VEGAS FIRE DEPT. DATE: 2/1/07

APPROVED FOR CONSTRUCTION
[signature] 10/31/07
Las Vegas Valley Water District Date
PROJECT 112503

SAFETY ALERT
Call Before You Overhead
1-702-593-6111

Avoid cutting underground utility lines. It's costly.
Call before you Dig
1-800-227-2600

Call before you UnderGround
1-702-455-7511
CLARK COUNTY, NEVADA SPRINGS AND
1-702-229-6611
LAS VEGAS AREA CONFIDENTIAL STATE SYSTEM

LAUTH
317-848-6500 • lauthproperty.com

LAUTH PROPERTY GROUP
7887 E. Belleview Ave., Suite 900
Englewood, CO 80111
PROJECT: MOB
CONTACT: R. Kelly
TELEPHONE: 720-279-5400
FAX: 720-279-5541
E-MAIL: RINELLEY@LAUTH.NET
PROJECT NUMBER: 7894
STATE NUMBER:

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
2580 East Flamingo Road, Suite 210
Las Vegas, Nevada 89119
Tel. No. (702) 734-5666
Fax No. (702) 735-4949

CERTIFIED BY: PROFESSIONAL ENGINEER STATE OF NEVADA RICHARD A. MOLES Exp. 12/31/07 CIVIL No. 10381 1/30/07

TITLE: FIRE ACCESS PLAN

PROJECT: MONTECITO POINT
Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

REV.	DATE (YYYY-MM-DD)	DESCRIPTION
	2006-12-15	PLAN REVIEW REVISIONS

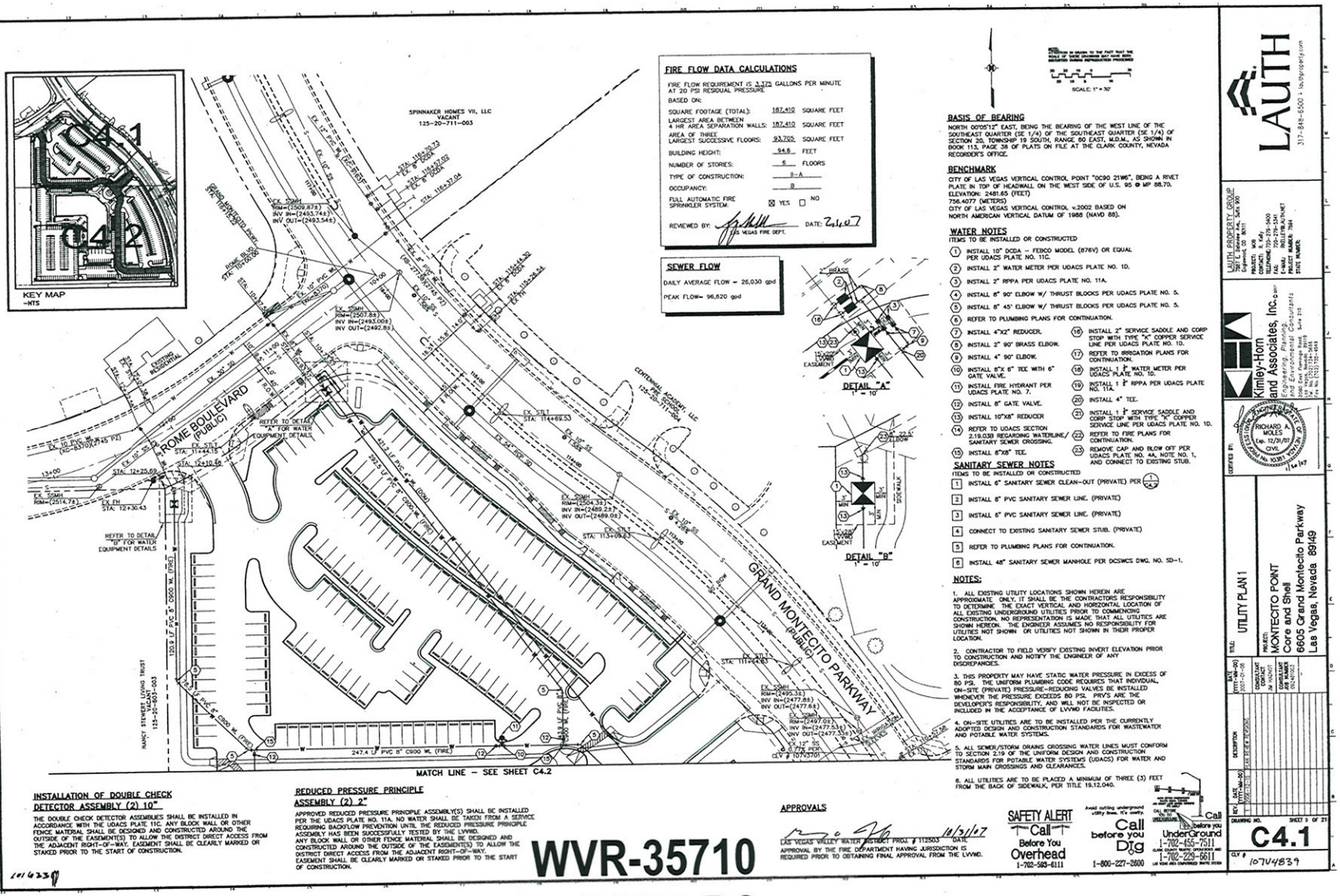
DRAWING NO. C4.0 SHEET 8 OF 21

CLV # 107V4839

101622

WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



FIRE FLOW DATA CALCULATIONS

FIRE FLOW REQUIREMENT IS 3,375 GALLONS PER MINUTE AT 20 PSI RESIDUAL PRESSURE.

BASED ON:

SQUARE FOOTAGE (TOTAL):	187,410	SQUARE FEET
LARGEST AREA BETWEEN 4 HR AREA SEPARATION WALLS:	187,410	SQUARE FEET
AREA OF THREE LARGEST SUCCESSIVE FLOORS:	93,705	SQUARE FEET
BUILDING HEIGHT:	94.8	FEET
NUMBER OF STORIES:	5	FLOORS
TYPE OF CONSTRUCTION:	II-A	
OCCUPANCY:	B	
FULL AUTOMATIC FIRE SPRINKLER SYSTEM:	☒ YES ☐ NO	

REVIEWED BY: _____ DATE: 7/16/07
LAS VEGAS FIRE DEPT.

SEWER FLOW

DAILY AVERAGE FLOW = 26,030 gpd

PEAK FLOW= 96,620 gpd

BASIS OF BEARING

NORTH 00°05'12" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN BOOK 113, PAGE 38 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "0C90 21W6", BEING A RIVET PLATE IN TOP OF HEADWALL ON THE WEST SIDE OF U.S. 95 @ MP 88.70. ELEVATION: 2481.65 (FEET) 756.4077 (METERS) CITY OF LAS VEGAS VERTICAL CONTROL v.2002 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

WATER NOTES

ITEMS TO BE INSTALLED OR CONSTRUCTED

1. INSTALL 10" DCDA - FEBCO MODEL (876V) OR EQUAL PER UDACS PLATE NO. 11C.
2. INSTALL 2" WATER METER PER UDACS PLATE NO. 1D.
3. INSTALL 2" RPPA PER UDACS PLATE NO. 11A.
4. INSTALL 8" 90° ELBOW W/ THRUST BLOCKS PER UDACS PLATE NO. 5.
5. INSTALL 8" 45° ELBOW W/ THRUST BLOCKS PER UDACS PLATE NO. 5.
6. REFER TO PLUMBING PLANS FOR CONTINUATION.
7. INSTALL 4"X2" REDUCER.
8. INSTALL 2" 90° BRASS ELBOW.
9. INSTALL 4" 90° ELBOW.
10. INSTALL 8"X 6" TEE WITH 6" GATE VALVE.
11. INSTALL FIRE HYDRANT PER UDACS PLATE NO. 7.
12. INSTALL 8" GATE VALVE.
13. INSTALL 10"X8" REDUCER
14. REFER TO UDACS SECTION 2.19.030 REGARDING WATERLINE/ SANITARY SEWER CROSSING.
15. INSTALL 8"X8" TEE.
16. INSTALL 2" SERVICE SADDLE AND CORP STOP WITH TYPE "K" COPPER SERVICE LINE PER UDACS PLATE NO. 1D.
17. REFER TO IRRIGATION PLANS FOR CONTINUATION.
18. INSTALL 1 ½" WATER METER PER UDACS PLATE NO. 1D.
19. INSTALL 1 ½" RPPA PER UDACS PLATE NO. 11A.
20. INSTALL 4" TEE.
21. INSTALL 1 ½" SERVICE SADDLE AND CORP STOP WITH TYPE "K" COPPER SERVICE LINE PER UDACS PLATE NO. 1D.
22. REFER TO FIRE PLANS FOR CONTINUATION.
23. REMOVE CAP AND BLOW OFF PER UDACS PLATE NO. 4A, NOTE NO. 1, AND CONNECT TO EXISTING STUB.

SANITARY SEWER NOTES

ITEMS TO BE INSTALLED OR CONSTRUCTED

1. INSTALL 6" SANITARY SEWER CLEAN-OUT (PRIVATE) PER
2. INSTALL 8" PVC SANITARY SEWER LINE. (PRIVATE)
3. INSTALL 6" PVC SANITARY SEWER LINE. (PRIVATE)
4. CONNECT TO EXISTING SANITARY SEWER STUB. (PRIVATE)
5. REFER TO PLUMBING PLANS FOR CONTINUATION.
6. INSTALL 48" SANITARY SEWER MANHOLE PER DCSWCS DWG. NO. SD-1.

NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.
2. CONTRACTOR TO FIELD VERIFY EXISTING INVERT ELEVATION PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
3. THIS PROPERTY MAY HAVE STATIC WATER PRESSURE IN EXCESS OF 80 PSI. THE UNIFORM PLUMBING CODE REQUIRES THAT INDIVIDUAL ON-SITE (PRIVATE) PRESSURE-REDUCING VALVES BE INSTALLED WHENEVER THE PRESSURE EXCEEDS 80 PSI. PRVS ARE THE DEVELOPER'S RESPONSIBILITY, AND WILL NOT BE INSPECTED OR INCLUDED IN THE ACCEPTANCE OF LVVWD FACILITIES.
4. ON-SITE UTILITIES ARE TO BE INSTALLED PER THE CURRENTLY ADOPTED DESIGN AND CONSTRUCTION STANDARDS FOR WASTEWATER AND POTABLE WATER SYSTEMS.
5. ALL SEWER/STORM DRAINS CROSSING WATER LINES MUST CONFORM TO SECTION 2.19 OF THE UNIFORM DESIGN AND CONSTRUCTION STANDARDS FOR POTABLE WATER SYSTEMS (UDACS) FOR WATER AND STORM MAIN CROSSINGS AND CLEARANCES.
6. ALL UTILITIES ARE TO BE PLACED A MINIMUM OF THREE (3) FEET FROM THE BACK OF SIDEWALK, PER TITLE 19.12.040.

INSTALLATION OF DOUBLE CHECK DETECTOR ASSEMBLY (2) 10"

THE DOUBLE CHECK DETECTOR ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UDACS PLATE 11C. ANY BLOCK WALL OR OTHER FENCE MATERIAL SHALL BE DESIGNED AND CONSTRUCTED AROUND THE OUTSIDE OF THE EASEMENT(S) TO ALLOW THE DISTRICT DIRECT ACCESS FROM THE ADJACENT RIGHT-OF-WAY. EASEMENT SHALL BE CLEARLY MARKED OR STAKED PRIOR TO THE START OF CONSTRUCTION.

REDUCED PRESSURE PRINCIPLE ASSEMBLY (2) 2"

APPROVED REDUCED PRESSURE PRINCIPLE ASSEMBLY(S) SHALL BE INSTALLED PER THE UDACS PLATE NO. 11A. NO WATER SHALL BE TAKEN FROM A SERVICE REQUIRING BACKFLOW PREVENTION UNTIL THE REDUCED PRESSURE PRINCIPLE ASSEMBLY HAS BEEN SUCCESSFULLY TESTED BY THE LVVWD. ANY BLOCK WALL OR OTHER FENCE MATERIAL SHALL BE DESIGNED AND CONSTRUCTED AROUND THE OUTSIDE OF THE EASEMENT(S) TO ALLOW THE DISTRICT DIRECT ACCESS FROM THE ADJACENT RIGHT-OF-WAY. EASEMENT SHALL BE CLEARLY MARKED OR STAKED PRIOR TO THE START OF CONSTRUCTION.

APPROVALS

LAS VEGAS VALLEY WATER DISTRICT PROJ. # 112503 DATE 10/31/07
APPROVAL BY THE FIRE DEPARTMENT HAVING JURISDICTION IS REQUIRED PRIOR TO OBTAINING FINAL APPROVAL FROM THE LVVWD.

SAFETY ALERT Call Before You Overhead 1-702-595-6111

Avoid cutting underground utility lines. It's costly. Call before you Dig 1-800-227-2600

Call Before you UnderGround 1-702-455-7511 CLARK COUNTY WATER RECLAMATION DIST. 1-702-229-6611 LAS VEGAS VALLEY WATER DISTRICT

WVR-35710

10/08/09 PC

LAUTH PROPERTY GROUP
3317 E. Bonanza Rd., Suite 300
Las Vegas, NV 89101
CONTACT: R. Kelly
TELEPHONE: 702-270-5400
FACSIMILE: 702-270-5401
E-MAIL: RKELLY@LAUTHPROPERTY.COM
PROJECT MANAGER: TBD
STATE NUMBER:

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
3760 East Flamingo Road Suite 210
Las Vegas, Nevada 89121
Tel. No. (702) 732-3665
Fax No. (702) 732-3665

DESIGNED BY: RICHARD A. MOLES, Lic. 12/31/09, CIVIL, STATE OF NEVADA, 10/16/07

NO.	DATE	DESCRIPTION
1	10/16/07	PER CITY COMMENTS
2	10/31/07	PER CITY COMMENTS

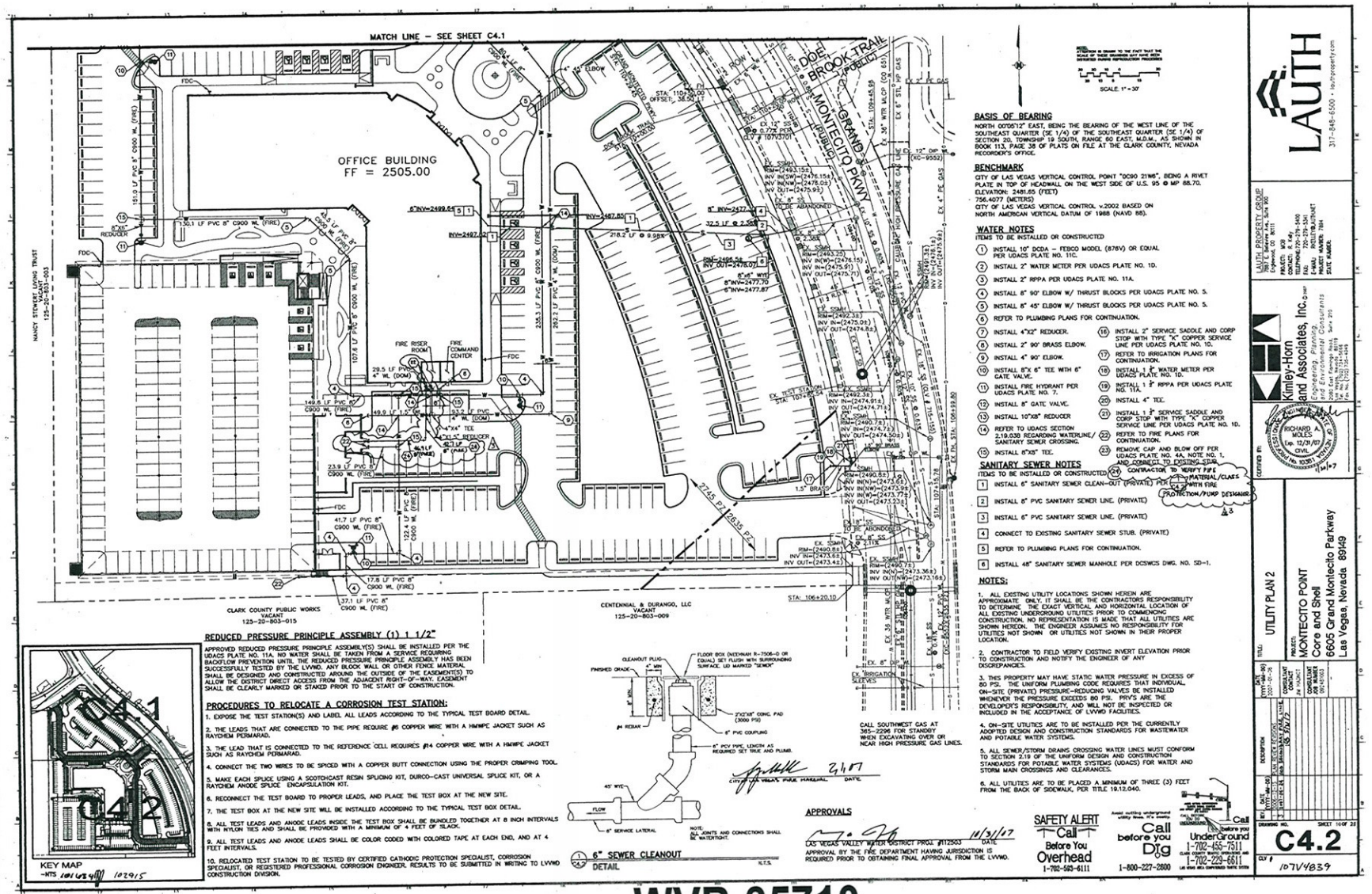
CONSULTANT: Kimley-Horn and Associates, Inc.
CONTACT: Jim Vaughn
PHONE: 702.732.3665
FAX: 702.892.2078

TITLE: UTILITY PLAN 1
PROJECT: MONTECITO POINT
Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

DRAWING NO. C4.1
SHEET 9 OF 21
CITY # 10704839

10160330

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



REDUCED PRESSURE PRINCIPLE ASSEMBLY (1) 1 1/2"

APPROVED REDUCED PRESSURE PRINCIPLE ASSEMBLY(S) SHALL BE INSTALLED PER THE UDACS PLATE NO. 11A. NO WATER SHALL BE TAKEN FROM A SERVICE REQUIRING BACKFLOW PREVENTION UNTIL THE REDUCED PRESSURE PRINCIPLE ASSEMBLY HAS BEEN SUCCESSFULLY TESTED BY THE LVVWD. ANY BLOCK WALL OR OTHER FENCE MATERIAL SHALL BE DESIGNED AND CONSTRUCTED AROUND THE OUTSIDE OF THE EASEMENT(S) TO ALLOW THE DISTRICT DIRECT ACCESS FROM THE ADJACENT RIGHT-OF-WAY. EASEMENT SHALL BE CLEARLY MARKED OR STAKED PRIOR TO THE START OF CONSTRUCTION.

PROCEDURES TO RELOCATE A CORROSION TEST STATION:

1. EXPOSE THE TEST STATION(S) AND LABEL ALL LEADS ACCORDING TO THE TYPICAL TEST BOARD DETAIL.
2. THE LEADS THAT ARE CONNECTED TO THE PIPE REQUIRE #6 COPPER WIRE WITH A HMWPE JACKET SUCH AS RAYCHEM PERMARAD.
3. THE LEAD THAT IS CONNECTED TO THE REFERENCE CELL REQUIRES #14 COPPER WIRE WITH A HMWPE JACKET SUCH AS RAYCHEM PERMARAD.
4. CONNECT THE TWO WIRES TO BE SPICED WITH A COPPER BUTT CONNECTION USING THE PROPER CRIMPING TOOL.
5. MAKE EACH SPLICE USING A SCOTCHCAST RESIN SPLICING KIT, DURCO-CAST UNIVERSAL SPLICE KIT, OR A RAYCHEM ANODE SPLICE ENCAPSULATION KIT.
6. RECONNECT THE TEST BOARD TO PROPER LEADS, AND PLACE THE TEST BOX AT THE NEW SITE.
7. THE TEST BOX AT THE NEW SITE WILL BE INSTALLED ACCORDING TO THE TYPICAL TEST BOX DETAIL.
8. ALL TEST LEADS AND ANODE LEADS INSIDE THE TEST BOX SHALL BE BUNDLED TOGETHER AT 8 INCH INTERVALS WITH NYLON TIES AND SHALL BE PROVIDED WITH A MINIMUM OF 4 FEET OF SLACK.
9. ALL TEST LEADS AND ANODE LEADS SHALL BE COLOR CODED WITH COLORED TAPE AT EACH END, AND AT 4 FEET INTERVALS.
10. RELOCATED TEST STATION TO BE TESTED BY CERTIFIED CATHODIC PROTECTION SPECIALIST, CORROSION SPECIALIST, OR REGISTERED PROFESSIONAL CORROSION ENGINEER. RESULTS TO BE SUBMITTED IN WRITING TO LVVWD CONSTRUCTION DIVISION.

6" SEWER CLEANOUT DETAIL (N.T.S.)

CALL SOUTHWEST GAS AT 365-2296 FOR STANDBY WHEN EXCAVATING OVER OR NEAR HIGH PRESSURE GAS LINES.

APPROVALS

CITY OF LAS VEGAS FIRE MARSHAL — DATE 2407

LAS VEGAS VALLEY WATER DISTRICT PROJ. #1122503 — DATE 10/31/07

APPROVAL BY THE FIRE DEPARTMENT HAVING JURISDICTION IS REQUIRED PRIOR TO OBTAINING FINAL APPROVAL FROM THE LVVWD.

SAFETY ALERT
Call Before You Overhead
1-702-595-6111

Call before you Dig
1-800-227-2800

Call before you UnderGround
1-702-455-7511
1-702-229-6611

BASIS OF BEARING

NORTH 00°06'12" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN BOOK 113, PAGE 38 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "0C90 21W6", BEING A RIVET PLATE IN TOP OF HEADWALL ON THE WEST SIDE OF U.S. 95 @ MP 88.70.
ELEVATION: 2481.65 (FEET)
756.4077 (METERS)
CITY OF LAS VEGAS VERTICAL CONTROL v.2002 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

WATER NOTES

ITEMS TO BE INSTALLED OR CONSTRUCTED

1. INSTALL 10" DCDA -- FEBCO MODEL (876V) OR EQUAL PER UDACS PLATE NO. 11C.
2. INSTALL 2" WATER METER PER UDACS PLATE NO. 1D.
3. INSTALL 2" RPPA PER UDACS PLATE NO. 11A.
4. INSTALL 6" 90° ELBOW W/ THRUST BLOCKS PER UDACS PLATE NO. 5.
5. INSTALL 6" 45° ELBOW W/ THRUST BLOCKS PER UDACS PLATE NO. 5.
6. REFER TO PLUMBING PLANS FOR CONTINUATION.
7. INSTALL 4"X2" REDUCER.
8. INSTALL 2" 90° BRASS ELBOW.
9. INSTALL 4" 90° ELBOW.
10. INSTALL 8"X 6" TEE WITH 6" GATE VALVE.
11. INSTALL FIRE HYDRANT PER UDACS PLATE NO. 7.
12. INSTALL 8" GATE VALVE.
13. INSTALL 10"X8" REDUCER
14. REFER TO UDACS SECTION 2.19.030 REGARDING WATERLINE/ SANITARY SEWER CROSSING.
15. INSTALL 6"X8" TEE.
16. INSTALL 2" SERVICE SADDLE AND CORP STOP WITH TYPE "K" COPPER SERVICE LINE PER UDACS PLATE NO. 1D.
17. REFER TO IRRIGATION PLANS FOR CONTINUATION.
18. INSTALL 1 ½" WATER METER PER UDACS PLATE NO. 1D.
19. INSTALL 1 ½" RPPA PER UDACS PLATE NO. 11A.
20. INSTALL 4" TEE.
21. INSTALL 1 ½" SERVICE SADDLE AND CORP STOP WITH TYPE "K" COPPER SERVICE LINE PER UDACS PLATE NO. 1D.
22. REFER TO FIRE PLANS FOR CONTINUATION.
23. REMOVE CAP AND BLOW OFF PER UDACS PLATE NO. 4A, NOTE NO. 1, AND CONNECT TO EXISTING STUB.
24. CONTRACTOR TO VERIFY PIPE MATERIAL/CLASS WITH FIRE PROTECTION/PUMP DESIGNER.

SANITARY SEWER NOTES

ITEMS TO BE INSTALLED OR CONSTRUCTED

1. INSTALL 6" SANITARY SEWER CLEAN-OUT (PRIVATE) PER
2. INSTALL 8" PVC SANITARY SEWER LINE. (PRIVATE)
3. INSTALL 6" PVC SANITARY SEWER LINE. (PRIVATE)
4. CONNECT TO EXISTING SANITARY SEWER STUB. (PRIVATE)
5. REFER TO PLUMBING PLANS FOR CONTINUATION.
6. INSTALL 48" SANITARY SEWER MANHOLE PER DCSWCS DWG. NO. SD-1.

NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN HEREIN 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 UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.
2. CONTRACTOR TO FIELD VERIFY EXISTING INVERT ELEVATION PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
3. THIS PROPERTY MAY HAVE STATIC WATER PRESSURE IN EXCESS OF 80 PSI. THE UNIFORM PLUMBING CODE REQUIRES THAT INDIVIDUAL, ON-SITE (PRIVATE) PRESSURE-REDUCING VALVES BE INSTALLED WHENEVER THE PRESSURE EXCEEDS 80 PSI. PRV'S ARE THE DEVELOPER'S RESPONSIBILITY, AND WILL NOT BE INSPECTED OR INCLUDED IN THE ACCEPTANCE OF LVVWD FACILITIES.
4. ON-SITE UTILITIES ARE TO BE INSTALLED PER THE CURRENTLY ADOPTED DESIGN AND CONSTRUCTION STANDARDS FOR WASTEWATER AND POTABLE WATER SYSTEMS.
5. ALL SEWER/STORM DRAINS CROSSING WATER LINES MUST CONFORM TO SECTION 2.19 OF THE UNIFORM DESIGN AND CONSTRUCTION STANDARDS FOR POTABLE WATER SYSTEMS (UDACS) FOR WATER AND STORM MAIN CROSSINGS AND CLEARANCES.
6. ALL UTILITIES ARE TO BE PLACED A MINIMUM OF THREE (3) FEET FROM THE BACK OF SIDEWALK, PER TITLE 19.12.040.

LAUTH PROPERTY GROUP
3960 E. Bonanza Rd., Ste 200
Las Vegas, NV 89110
CONTACT: K. Lauth
PHONE: 702-735-5400
FAX: 702-735-5341
E-MAIL: klauth@lauthprop.com
PROJECT MANAGER: TBD
CIVIL ENGINEER: Kimley-Horn and Associates, Inc.
Engineering, Planning, and Environmental Consultants
3960 E. Bonanza Rd., Ste 200
Las Vegas, Nevada 89110
PHONE: (702) 735-4345
FAX: (702) 735-4345
RICHARD A. MOLES, Exp. 12/31/07, CIVIL, No. 10301, STATE OF NEVADA
11/14/07
CONTRACTOR:

LAUTH
317-848-6500 • lauthproperty.com

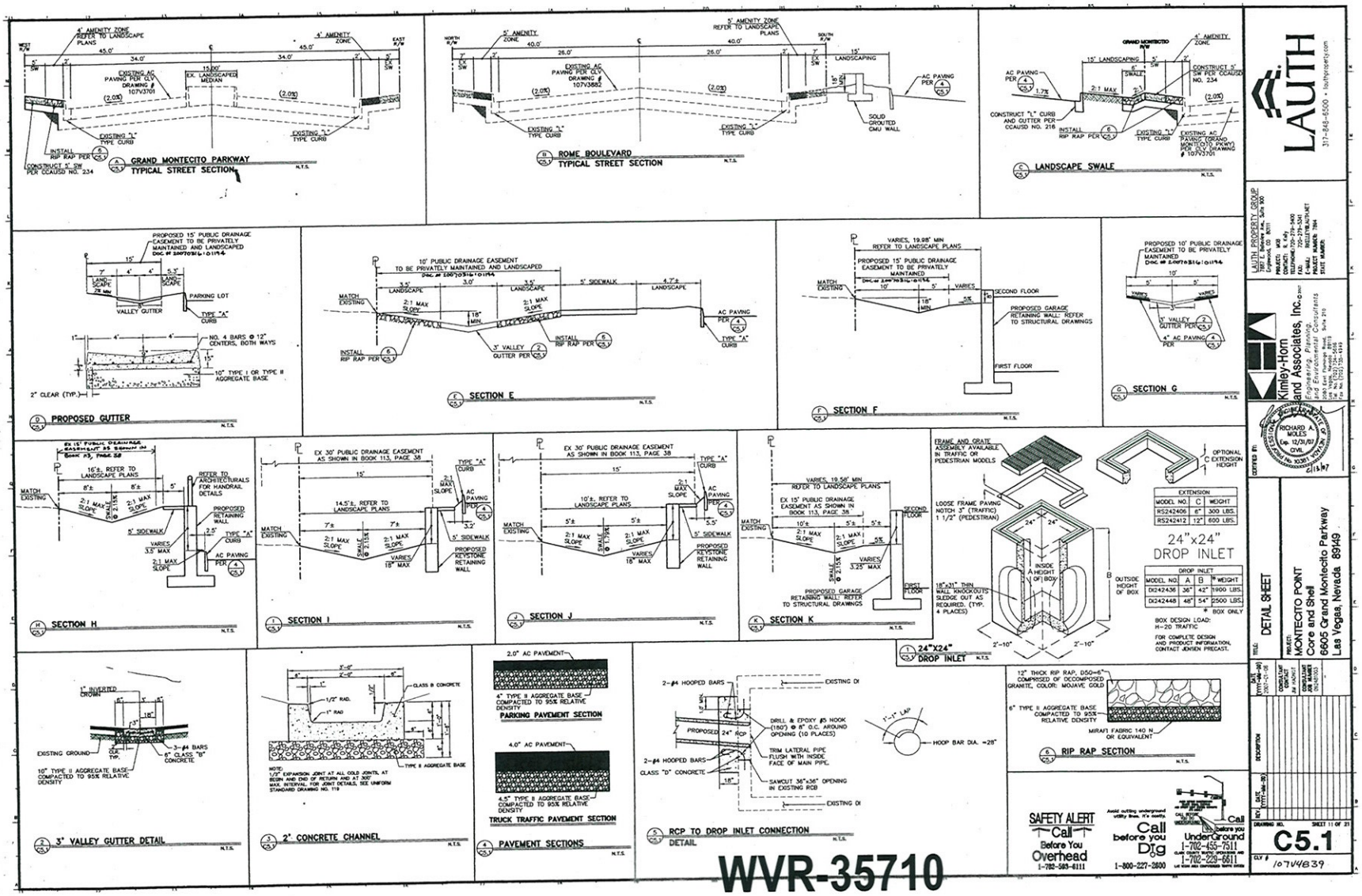
TITLE: UTILITY PLAN 2
PROJECT: MONTECITO POINT Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

NO.	DATE	DESCRIPTION
1	07/11-08-09	PER CITY COMMENTS
2	09/11-08-09	PER CITY COMMENTS
3	10/11-08-09	PER CITY COMMENTS
4	11/11-08-09	PER CITY COMMENTS

CIVIL ENGINEER: JIM HAUCK
DESIGNED BY: JOE WALKER
DRAWN BY: RH14503
CHECKED BY:
DRAWING NO. C4.2
SHEET 10OF 22
CITY # 107/4839

WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEV.



LAUTH
317-848-6500 • lauthproperty.com

LAUTH PROPERTY GROUP
3201 E. Belleview Ave., Suite 300
Englewood, CO 80111
PROJECT: MTE
DRAWN BY: ejj
TELEPHONE: 720-279-3400
FAX: 720-279-3401
PROJECT MANAGER: TIM HOLLET
PROJECT NUMBER: 7984
STATE NUMBER:

Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
3760 East Flamingo Road, Las Vegas, Nevada 89121
Tel. No. (702) 732-3636 Fax No. (702) 732-3665

RICHARD A. MOLES
Exp. 12/31/10
CIVIL
No. 10351
STATE OF NEVADA
02/13/07

TITLE: DETAIL SHEET
PROJECT: MONTECITO POINT
Core and Shell
6605 Grand Montecito Parkway
Las Vegas, Nevada 89149

DATE	DESCRIPTION
(YYYY-MM-DD) 2007-12-18	
(YYYY-MM-DD)	
(YYYY-MM-DD)	

CONSULTANT PROJECT MANAGER: Jay Hazlet
CONSULTANT PROJECT NUMBER: 063403003

DRAWING NO. C5.1
SHEET 11 OF 21
CLV # 1074839

WVR-35710
10/08/09 PC

SYMBOLS

- EXTERIOR ELEVATION
- WALL SECTION
- DETAIL
- INTERIOR ELEVATION
- DOOR REFERENCE
- WINDOW REFERENCE
- REVISION NUMBER
- KEYED REFERENCE
- WALL ASSEMBLY REFERENCE
- ROOM NUMBER
- DATUM ELEVATION

ABBREVIATIONS

A		K	
ABV	ABOVE	KM	KILOMETER
AFF	ABOVE FINISHED FLOOR	KT	KITCHEN
ADD	ADDENDUM	KO	KNOCKOUT
ADJ	ADJACENT	L	
ADJT	ADJUSTABLE	LBL	LABEL
A/C	AIR CONDITIONING	LAV	LAVATORY
ALT	ALTERNATE	LH	LEFT HAND
AL	ALUMINUM	LL	LIVE LOAD
AB	ANCHOR BOLT	M	
ANOD	ANODIZED	MH	MANHOLE
APX	APPROXIMATE	MFR	MANUFACTURER
ARCH	ARCHITECT	MAS	MASONRY
AD	AREA DRAIN	MO	MASONRY OPENING
ASPH	ASPHALT	MTL	MATERIAL
AUTO	AUTOMATIC	MAX	MAXIMUM
B		MECH	MECHANICAL
BSMT	BASEMENT	MED	MEDIUM
BRG	BEARING	MET	METAL
BEL	BELOW	M	METER
BET	BETWEEN	MM	MILLIMETER
BIT	BITUMINOUS	MIN	MINIMUM
BLDG	BLOCK	MISC	MISCELLANEOUS
BD	BOARD	MWK	MILLWORK
BS	BOTH SIDES	MLD	MOLDING / MOULDING
BOT	BOTTOM	MT	MOUNTED
BLDG	BUILDING	MULL	MULLION
BUR	BUILT-UP ROOFING	N	
C		NRC	NOISE REDUCTION COEFFICIENT
CAB	CABINET	NOM	NOMINAL
CPT	CARPET(ED)	N	NORTH
CI	CAST IRON	NIC	NOT IN CONTRACT
CIP	CAST IN PLACE	NTS	NOT TO SCALE
CB	CATCH BASIN	O	
CLG	CEILING	OC	ON CENTER
CM	CENTIMETERS	OPG	OPENING
CT	CERAMIC TILE	OH	OPPOSITE HAND
CIR	CIRCLE	OSB	ORIENTED STRAND BOARD
CLR	CLEAR(ANCE)	OD	OUTSIDE DIAMETER
COL	COLUMN	OA	OVERALL
CONC	CONCRETE		
CMU	CONCRETE MASONRY UNIT		
CONST	CONSTRUCTION	P	
CONT	CONTINUOUS	PNT	PAINT
CJT	CONTROL JOINT	PNL	PANEL
CORR	CORRUGATED	PTD	PAPER TOWEL DISPENSER
CFT	CUBIC FOOT	PK	PARKING
CYD	CUBIC YARD	PBD	PARTICAL BOARD
		PVMT	PAVEMENT
D		PED	PEDESTAL
DL	DEAD LOAD	PERF	PERFORATED
DEM	DEMOLITION	PLAM	PLASTIC LAMINATE
DTL	DETAIL	PWD	PLYWOOD
DIAM	DIAMETER	PT	PRESSURE TREATED
DIM	DIMENSION	PVC	POLYVINYL CHLORIDE
DIV	DIVISION	PCF	POUNDS PER CUBIC FOOT
DH	DOUBLE HUNG	PLF	POUNDS PER LINEAL FOOT
DN	DOWN	PSI	POUNDS PER SQUARE INCH
DS	DOWNSPOUT	PC	PRECAST
DWG	DRAWING	PFN	PREFINISHED
DF	DRINKING FOUNTAIN		
DW	DUMBWAITER	Q	
		QT	QUARRY TILE
E		R	
EA	EACH	RAD	RADIUS
EF	EACH FACE	RE	REFERENCE
E	EAST	REFL	REFLECTED
ELEC	ELECTRICAL	REFR	REFRIGERATOR
EWC	ELECTRICAL WATER COOLER	REINF	REINFORCED
EL	ELEVATION	RCP	REINFORCED CONCRETE PIPE
ELEV	ELEVATOR	REM	REMOVAL
ENCL	ENCLOSURE	RA	RETURN AIR
EQ	EQUAL	REV	REVISION
EQP	EQUIPMENT	RH	RIGHT HAND
ESC	ESCALATOR	ROW	RIGHT OF WAY
EXH	EXHAUST	RD	ROOF DRAIN
EXG	EXISTING	RO	ROUGH OPENING
EIFS	EXTERIOR INSULATION FINISH SYSTEM	RB	RUBBER BASE
EJ	EXPANSION JOINT		
EXP	EXPOSED EXT EXTERIOR	S	
		SMT	SEALANT
F		SEC	SECTION
FB	FACE BRICK	SSK	SERVICE SINK
FOC	FACE OF CONCRETE	SHT	SHEET
FOF	FACE OF FINISH	SIM	SIMILAR
FOM	FACE OF MASONRY	SC	SOLID CORE
FOS	FACE OF STUD	S	SOUTH
FV	FIELD VERIFY	SPEC	SPECIFICATION
FRP	FIBER REINFORCED PANEL	SPK	SPEAKER
FFE	FINISHED FLOOR ELEVATION	SF	SQUARE FEET
FA	FIRE ALARM	SQ	SQUARE
FE	FIRE EXTINGUISHER	SST	STAINLESS STEEL
FHS	FIRE HOSE CABINET	STD	STANDARD
FPL	FIREPLACE	ST	STEEL
FP	FIREPROOFING	STG	STORAGE
FRT	FIRE-RETARDANT	SD	STORM DRAIN
FLCO	FLOOR CLEANOUT	STR	STRUCTURAL
FD	FLOOR DRAIN	SAT	SUSPENDED ACOUSTICAL TILE
FLR	FLOOR (ING)	SYM	SYMMETRICAL
FLUR	FLUORESCENT	SYN	SYNTHETIC
FTG	FOOTING	SYS	SYSTEM
FND	FOUNDATION	T	
		TEL	TELEPHONE
G		THK	THICK
GA	GAGE / GAUGE	TOL	TOLERANCE
GB	GRAB BAR	T&G	TONGUE AND GROOVE
GC	GENERAL CONTRACTOR	T.O.	TOP OF
GYP. BD.	GYPSUM BOARD	TYP.	TYPICAL
H		U	
HDW	HARDWARE	UNO	UNLESS NOTED OTHERWISE
HWD	HARDWOOD	UC	UNDERCUT
HTG	HEATING	UR	URINAL
HVAC	HEATING / VENTILATION / AIR CONDITIONING	V	
HD	HEAVY DUTY	VR	VAPOR RETARDER
HDR	HEADER	VERT	VERTICAL
HT	HEIGHT	VCT	VINYL COMPOSITION TILE
HC	HANDICAP	VT	VINYL TILE
HM	HOLLOW METAL	W	
HOR	HORIZONTAL	X	
HR	HOSE RIBB	XS	EXPOSED TO STRUCTURE
I		W	
IN	INCHES	WTW	WALL TO WALL
INCL	INCLUDE	WC	WATER CLOSET
ID	INSIDE DIAMETER	WH	WATER HEATER
INS	INSULATION	WP	WATERPROOFING
INT	INTERIOR	WWF	WELDED WIRE FABRIC
J		W/	WITH
JC	JANITOR'S CLOSET	WIN	WINDOW
JT	JOINT	WO	WITHOUT
		WB	WOOD BASE
		WD	WOOD
		WPT	WORK POINT

PROJECT SCOPE

THE SCOPE-OF-WORK REPRESENTED BY THESE DOCUMENTS INCLUDES THE CONSTRUCTION OF THE CORE & SHELL 6 STORY OFFICE BUILDING, PARKING GARAGE AND ASSOCIATED SITE WORK ONLY. TENANT IMPROVEMENTS WILL BE PERMITTED BY OTHERS AND CONSTRUCTED UNDER SEPARATE CONTRACTS.

Permit Issued

COMcheck Software Version 3.1 Release 1

Envelope Compliance Certificate

2003 IECC

[Insert Data: ID/ZIP]

Data Entered: 1/29/2009 10:49:00 Input file: VERSION 3 Projects\Montecito Office Building.cck Model: Envelope Montecito Building.Cor

Section 1: Project Information

Project Title: Montecito Office Building

Construction Site:	Owner/Agent:	Designer/Contractor:
[Name] [Street] [Address] [City, State, Zip]	[Name] [Company] [Address] [City, State, Zip] [Telephone] [Fax] [E-mail]	[Name] [Company] [Address] [City, State, Zip] [Telephone] [Fax] [E-mail]

Section 2: General Information

Building Location (for reference data):	Las Vegas, Nevada
Climate Zone:	3b
Heating Degree Days (Base 65 degrees F):	2082
Cooling Degree Days (Base 65 degrees F):	2984
Project Type:	New Construction
Heating Source (primary):	Gas
Cooling Source:	Electric/Gas
Building Type:	Basis Area
Office	113,000

Section 3: Requirements Checklist

Compliance Statement:

Climate-Specific Requirements:

Component Name/Description	Glass Area or Perimeter	Cavity R-Value	Cont. R-Value	Proposed U-Factor	Budget U-Factor
Roof: R-30ci Insulation Entirely Above Deck	20742	0.0	22.0	0.044	0.054
Exterior Wall: 8" Metal Frame, 16"oc	19947	19.0	0.0	0.194	0.195
Vertical Glazing: Vertical Fixed Curtain Wall (Double Pane With Low-E, Solarban, SHGC 0.39)	2789	---	---	0.350	1.220
Window: Vertical Fixed Curtain Wall (Double Pane With Low-E, Solarban, SHGC 0.39)	179	---	---	0.350	1.220
Window: Vertical Operable Curtain Wall (Double Pane With Low-E, Solarban, SHGC 0.39)	89	---	---	0.350	1.220
Skylight: 3 Metal Frame with Thermal Break (Double Pane With Low-E, Solarban, SHGC 0.39)	90	---	---	0.600	1.220
Door 1: Glass, Entrance, 1944 SQ FT	252	---	---	0.800	1.220
Door 2: Metal, Insulated, 1944 SQ FT	2041	---	---	0.500	0.500
Door 3: Glass, Insulated	2041	---	---	---	---

Air Leakage, Component Certification, and Vapor Retarder Requirements:

- All joints and penetrations (sealed, gasketed, weather-stripped, or otherwise sealed.
- Windows, doors and SKYLIGHTS certified as meeting leakage requirements.
- Loose-fit fireplaces, pellet stoves and fireplace inserts with outdoor combustion air.
- Site-assembled windows, doors and skylights certified by the manufacturer.
- Demising walls, elevator shaft walls, and other divisions between conditioned and unconditioned spaces.
- Garage-conditioned boundary walls, doors and ceilings sealed.
- Recessed lighting fixtures (RLF) installed in building thermal envelope sealed for gaskets or air-tight assembly with a 0.5 inch clearance from combustible materials and with 3 inches clearance from insulation material. Building airtight recessed lighting fixtures (RLF) labeled and approved for compliance.
- Exceptions:
  - Building enclosures with revolving doors.
  - Doors that open directly from a space less than 3000 sq. ft. in area.

Section 4: Compliance Statement

Compliance Statement: This proposed enclosure design represented in this document is consistent with the building plans, specifications and other documents submitted with this permit application. The proposed enclosure system has been designed to meet the 2003 IECC requirements in COMcheck Version 3.1 Release 1 and to comply with the mandatory requirements in the Requirements Checklist.

Principal Author(s) Designer Name — Signature — Date

Reprinted from the Online Certifications Directory with permission from Underwriters Laboratories Inc.

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710

10/08/09 PC

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: MOB
CONTACT: R. KELLY
TELEPHONE: 734-274-2241
FAX:
E-MAIL: rkelly@lauth.net
STATE NUMBER: 1966

SEM
OF NEVADA LLC
6771 S Gilcrease Blvd
Suite 200
Las Vegas, NV 89148
303.220.8900
303.220.8944 fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED
No. 8390
DATE SIGNED:
PROFESSIONAL ENGINEER
STATE OF NEVADA

NO	DATE (MM/DD/YR)	DESCRIPTION

PROJECT INFORMATION
DATE: 09-07
CONSULTANT CONTACT:
CONSULTANT JOB NUMBER:
DRAWN BY: [illegible]

TITLE: GENERAL INFORMATION
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO. A-002
SHEET OF
TITLE: GENERAL INFORMATION

UL CERTIFICATIONS DIRECTORY

BXUV.D788
Fire Resistance Ratings - ANSI/UL 263

Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and use of UL Listed or Classified products, materials, assemblies, devices, and services.
- Authorities Having Jurisdiction should be consulted before construction.
- The conditions of acceptability and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction/ material circumstance in the field.
- Where field issues arise, it is recommended that the contact for assistance be the individual listed as the applicant for the product. Users of this directory should not contact UL with requests for assistance in resolving field issues, unless directed to do so by the applicant. For each product category and each group of investigations, this directory identifies authorities having jurisdiction and describes the purpose, scope, and limitations of the investigations.
- Only products which bear UL's Mark are considered as Classified, Listed, or Recognized.

Fire Resistance Ratings - ANSI/UL 263

See General Information For Fire Resistance Ratings - ANSI/UL 263

Design No. D788
January 02, 2008
Restrained Assembly Rating — 1, 1-1/2, 2, 3 or 4 hr (See Items 2, 3)
Unrestrained Assembly Ratings — 1, 1-1/2, 2, 3 or 4 Hr(See Items 2, 3)
Unrestrained Beam Ratings — 0, 1/2, 1, 1-1/2, 2, 3 or 4 hr (See Item 4)
Load Restricted for Canadian Applications — See Guide BXUV7

1. Support — Table 1A min size steel beam or min 10K1 steel joists.

2. Formed Steel Deck — Lightweight steel deck units, galvanized conforming to ASTM A653/A653M, SS Grade 33 min yield, Type B, 1-1/2 in. deep, 6 in. coverage, 0.0295 in. (No. 22 MSG) min uncoated thickness, with a 1 1/2 in. wide flat bottom rib, spaced 6 in. on centers, interlocking side laps, and with embossments. Units are painted on the exterior side only. Units are to be welded to supports at each intersection with a 5/8 in. diameter puddle weld through the deck and into the supporting steel member. Units are to be welded to adjacent units at ends and at 36 in. on centers with welds at least 1 in. long. Units are to be welded to perimeter supports at 12 in. on centers with welds at least 1 in. long.

3. Welded Wire Fabric — 6x6 — 10/10 (WWF).

4. Steel Floor Units* — Nom 3 in. deep composite steel deck units, 0.0295 in. (No. 22 MSG) min uncoated thickness, with a 1 1/2 in. wide flat bottom rib, spaced 6 in. on centers, interlocking side laps, and with embossments. Units are painted on the exterior side only. Units are to be welded to supports at each intersection with a 5/8 in. diameter puddle weld through the deck and into the supporting steel member. Units are to be welded to adjacent units at ends and at 36 in. on centers with welds at least 1 in. long.

Fire Resistance Ratings - ANSI/UL 263

Restrained Assembly	Unrestrained Assembly	Unrestrained Beam	Concrete	Deck**	Steel Thickness
1	1	1	1-1/2	1	1
1-1/2	1-1/2	1-1/2	2	1	1
2	2	2	2	1	1
3	3	3	2	1	1
4	4	4	2	1	1

** When 1.5 in. deep steel floor units are used thickness of 3250 in cinder shall be a min. of 1/2in.

The thickness of Spray Applied Fire Resistive Materials shown in this table, before any applicable shop coat, are based on the steel beam or girder having a maximum heated perimeter to weight ratio (D/W) equal to or less than the value listed. Steel beams or girders with D/W ratios greater than listed may be protected by the same thickness of spray applied fire resistive materials as required for the next heavier section having a D/W ratio equal to or less than the value listed. Steel beams or girders with D/W ratios less than listed require additional fire resistive material. The actual D/W ratio for a wide flange shape is determined by dividing the perimeter of the unprotected portion of the steel beam cross section, in inches, by the weight of the steel beam, in pounds per linear foot. For example, a W 12 x 65 has a D/W ratio of 1.67 when protected on three sides and 2.54 when protected on four sides.

Rating, hr	With Lightweight Concrete		With Normal Weight Concrete	
	Min Thickness, in.		Min Thickness, in.	
	Restrained Beam	Unrestrained Beam	Restrained Beam	Unrestrained Beam
1	5/8+	5/8+	1/2	5/8
1 1/4	5/8+	5/8	5/8	3/4
2	5/8	15/16	5/8	1
3	1 1/16	1 1/4	1	1 1/16
4	1 3/8	1 1/2	1 1/16	1 1/4

** For 2-1/2 and 3-1/2 hour ratings are for use when natural fine facade, architectural concrete is required. 5 1/2 in. thick concrete is required for 4 hour rating. Refer to Design No. D788 for other ratings. Refer to Design No. D789 for ratings up to 2 hours in the Table of Fire Resistance Directory - Sec. FLOOR-CEILING AND ROOF-CEILING, Exam. 21, Roof Assembly.

The thickness of Spray Applied Fire Resistive Materials, shown in the table below but applicable when the thickness applied to the beams listed therein, is required for one-half and the beams are supporting solid concrete slabs or floor assemblies containing only flutes filled or form units.

Rating, hr*	With Lightweight Concrete		With Normal Weight Concrete	
	Min Thickness, in.		Min Thickness, in.	
	Restrained Beam	Unrestrained Beam	Restrained Beam	Unrestrained Beam
1	5/8+	5/8+	1/2	5/8
1 1/4	5/8+	5/8	5/8	3/4
2	5/8	15/16	5/8	1
3	1 1/16	1 1/4	1	1 1/16
4	1 3/8	1 1/2	1 1/16	1 1/4

* The 2-1/2 and 3-1/2 hour ratings are for use when natural fine facade, architectural concrete is required. 5 1/2 in. thick concrete is required for 4 hour rating. Refer to Design No. D788 for other ratings. Refer to Design No. D789 for ratings up to 2 hours in the Table of Fire Resistance Directory - Sec. FLOOR-CEILING AND ROOF-CEILING, Exam. 21, Roof Assembly.

** Fire Rated Gypsum Board Thickness Required

Restrained Assembly	Unrestrained Assembly	Unrestrained Beam	Deck**	Steel Thickness
1	1	1	1/2	3/4
1-1/2	1	1	1/2	1 1/16
1-1/2	1-1/2	1-1/2	1/2	1 1/16
2	2	2	1/2	1 1/16
3	3	3	1/2	1 1/16
4	4	4	1/2	1 1/16

** When 1.5 in. deep steel floor units are used thickness of 3250 in cinder shall be a min. of 1/2in.

The thickness of Spray Applied Fire Resistive Materials shown in this table, before any applicable shop coat, are based on the steel beam or girder having a maximum heated perimeter to weight ratio (D/W) equal to or less than the value listed. Steel beams or girders with D/W ratios greater than listed may be protected by the same thickness of spray applied fire resistive materials as required for the next heavier section having a D/W ratio equal to or less than the value listed. Steel beams or girders with D/W ratios less than listed require additional fire resistive material. The actual D/W ratio for a wide flange shape is determined by dividing the perimeter of the unprotected portion of the steel beam cross section, in inches, by the weight of the steel beam, in pounds per linear foot. For example, a W 12 x 65 has a D/W ratio of 1.67 when protected on three sides and 2.54 when protected on four sides.

Rating, hr*	With Lightweight Concrete		With Normal Weight Concrete	
	Min Thickness, in.		Min Thickness, in.	
	Restrained Beam	Unrestrained Beam	Restrained Beam	Unrestrained Beam
1	5/8+	5/8+	1/2	5/8
1 1/4	5/8+	5/8	5/8	3/4
2	5/8	15/16	5/8	1
3	1 1/16	1 1/4	1	1 1/16
4	1 3/8	1 1/2	1 1/16	1 1/4

* The 2-1/2 and 3-1/2 hour ratings are for use when natural fine facade, architectural concrete is required. 5 1/2 in. thick concrete is required for 4 hour rating. Refer to Design No. D788 for other ratings. Refer to Design No. D789 for ratings up to 2 hours in the Table of Fire Resistance Directory - Sec. FLOOR-CEILING AND ROOF-CEILING, Exam. 21, Roof Assembly.

** Fire Rated Gypsum Board Thickness Required

Restrained Assembly	Unrestrained Assembly	Unrestrained Beam	Deck**	Steel Thickness
1	1	1	1/2	3/4
1-1/2	1	1	1/2	1 1/16
1-1/2	1-1/2	1-1/2	1/2	1 1/16
2	2	2	1/2	1 1/16
3	3	3	1/2	1 1/16
4	4	4	1/2	1 1/16

Copyright © 2008 Underwriters Laboratories Inc.®

The appearance of a company's name or product in this database does not in itself allow the product to be advertised as listed, classified or recognized by UL. In addition, terms of UL's Follow-Up Service, Section 520 for the Mark on the product.

UL permits the reproduction of the material contained in the Online Certification Directory subject to the following conditions: 1. The Guide Information, Assembly, Restrained Beam Rating or Unrestrained Beam Rating as specified in the individual Design must be reproduced in its entirety when any one is reproduced. 2. The statement "Reprinted from the Online Certifications Directory with permission from Underwriters Laboratories Inc." must appear adjacent to the extracted material. In addition, the reproduced material must include a copyright notice in the following format: "Copyright © 2008 Underwriters Laboratories Inc.®"

An Independent organization working for a safer more productive, sustainable and knowledgeable world.

Reprinted from the Online Certifications Directory with permission from Underwriters Laboratories Inc.

ONLINE CERTIFICATIONS DIRECTORY

BXUV.X771
Fire Resistance Ratings - ANSI/UL 263

Design/System/Construction/Assembly Usage Disclaimer

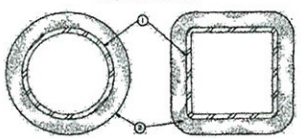
- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and use of UL Listed or Classified products, equipment, system, devices, and materials.
- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended that the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specific engineering, allowable materials and alternate methods of construction.
- Only products which bear UL's Mark are considered as Classified, Listed, or Recognized.

Fire Resistance Ratings - ANSI/UL 263

Design No. X771

March 23, 2007

Ratings — 3/4, 1, 1-1/2, 2, 3 and 4 h



1. Steel Pipe or Tube* (Column) — Steel structural pipe with diameter (OD) ranging from a minimum of 2 in. to a maximum of 22 in. with a minimum wall thickness of 3/16 in.

Steel square or rectangular tube with outside end dimensions ranging from a minimum 3 in. to a maximum of 32 in. and a minimum wall thickness of 3/16 in.

The A/P ratio of the steel pipe or tube (see Item 2) shall range from 0.14 to 2.0.

2. Spray-Applied Fire Resistive Materials* — Applied by mixing with water and spraying in one or more coats on steel surfaces which must be clean and free of dirt, loose scale and oil. Min avg and min density of 15 pcf and respectively. Min avg and min set density of 22.5 pcf and respectively for Types F-166, Z-10000. Min avg and min set density of 18 pcf and respectively for Types F-39 and 740. For method of density determination, see Design Information Section, Spraying Steel Designs.

The bare ratios of the structural member is dependent upon the ratio of A/P and the thickness of Spray-Applied Fire Resistive Material, where A/m the cross sectional area of the pipe or tube and P is the heated perimeter.

The A/P ratio of a circular pipe is determined by:

$$\frac{A/P \text{ pipe} = 0.25 \times D}{d}$$

Where:

d = the outer diameter of the pipe (in.)

t = the wall thickness of the pipe (in.)

The A/P ratio of a rectangular or square tube is determined by:

$$\frac{A/P \text{ tube} = t\,(a + b - 2t)}{a \times b}$$

Where:

a = the outer width of the tube (in.)

b = the outer height of the tube (in.)

t = the wall thickness of the tube (in.)

The thickness of fibrous-applied Fire Resistive Materials for ratings of 3/4, 1, 1-1/2, 2, 3 and 4 h of a steel pipe or tube can be determined by the equation:

$$h = 9 - 0.2B$$

Where:

h = the hourly rating (hrs).

B = the thickness of Spray-Applied Fire Resistive Materials, minimum 1/4 in., maximum 5-1/2 in.

ARAKAWA VERMICULITE INDUSTRIES — Types MK-6, MK-6/SP, MK-6/HY, MK-7A, MK-6/HY, MK-7A, Monokote X, Monokote Acoustic 1, Monokote Acoustic 3, Z-106, Z-106/HY, Z-106/SP, Z-106/SP-A

BASALT INDUSTRIES — Type Cafco 300

BASF CORPORATION — Type Type 5GP

BONDED LOGIC CORPORATION — Type Chemrock 5

CERTAINTEED CORPORATION — Type Type 5GP

CHEMROCK CORPORATION — Type Chemrock 5

CONTECH CONSTRUCTION PRODUCTS INC — Types SFRM-1, SFRM-1/HY, SFRM-1/SP, SFRM-1A, SFRM-1A/HY, SFRM-1A/SP, SFRM-2, SFRM-2/HY, SFRM-2/SP, SFRM-3, SFRM-3/HY, SFRM-3/SP, SFRM-4, SFRM-4/HY, SFRM-4/SP

CONTECH CONSTRUCTION PRODUCTS INC — Types SFRM-1, SFRM-1/HY, SFRM-1/SP, SFRM-1A, SFRM-1A/HY, SFRM-1A/SP, SFRM-2, SFRM-2/HY, SFRM-2/SP, SFRM-3, SFRM-3/HY, SFRM-3/SP, SFRM-4, SFRM-4/HY, SFRM-4/SP

CONTRACTORS MATERIALS CO — Types MK-6, MK-6/HY, MK-6/SP, MK-7A, MK-7A/HY, MK-7A/SP, Monokote X, Monokote Acoustic 1, Monokote Acoustic 3, Z-106, Z-106/HY, Z-106/SP

DAVIS COLORS — Types Davis 300

DAVIS COLORS — Types Davis 300

DAVIS COLORS — Types Davis 300

ONLINE CERTIFICATIONS DIRECTORY

BXUV.U415
Fire Resistance Ratings - ANSI/UL 263

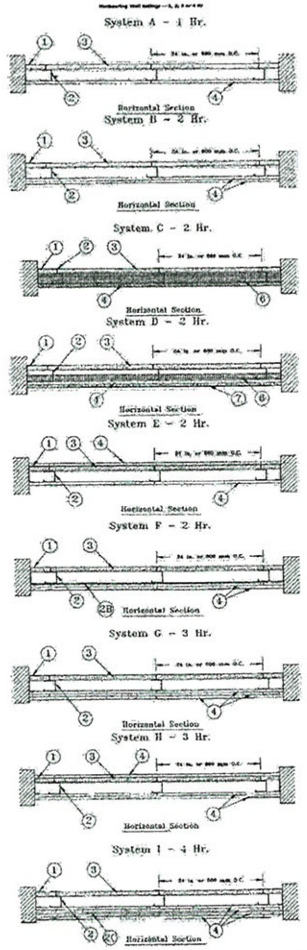
Page Bottom

Design/System/Construction/Assembly Usage Disclaimer

Fire Resistance Ratings - ANSI/UL 263

Design No. U415

July 20, 2007



ONLINE CERTIFICATIONS DIRECTORY

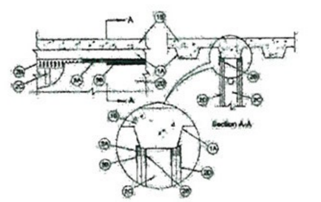
XHBN.HW-D-0137
Joint Systems

Page Bottom

Design/System/Construction/Assembly Usage Disclaimer

Joint Systems

System No. HW-D-0137



ONLINE CERTIFICATIONS DIRECTORY

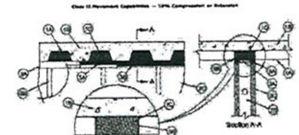
XHBN.HW-D-0457
Joint Systems

Page Bottom

Design/System/Construction/Assembly Usage Disclaimer

Joint Systems

System No. HW-D-0457



Reprinted from the Online Certifications Directory with permission from Underwriters Laboratories Inc.

RECEIVED
AUG 2 1 2009
CITY OF ...
PLANNING & ...

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP

SEM of NEVADA LLC
677 S Colorado Blvd
Suite 200
Denver CO 80246
303 220 8900
303 220 0708 Fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED ARCHITECT
STATE OF NEVADA

TITLE: UL ASSEMBLIES

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO. A-004

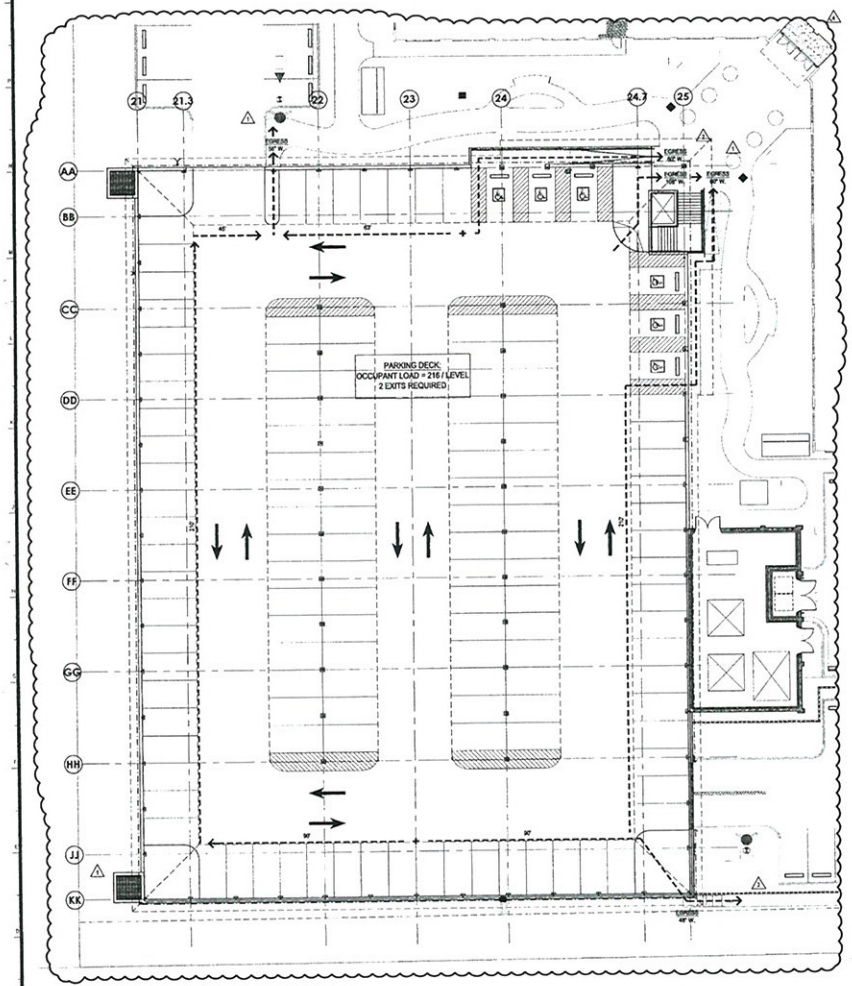
UL ASSEMBLIES

ONLINE CERTIFICATIONS DIRECTORY

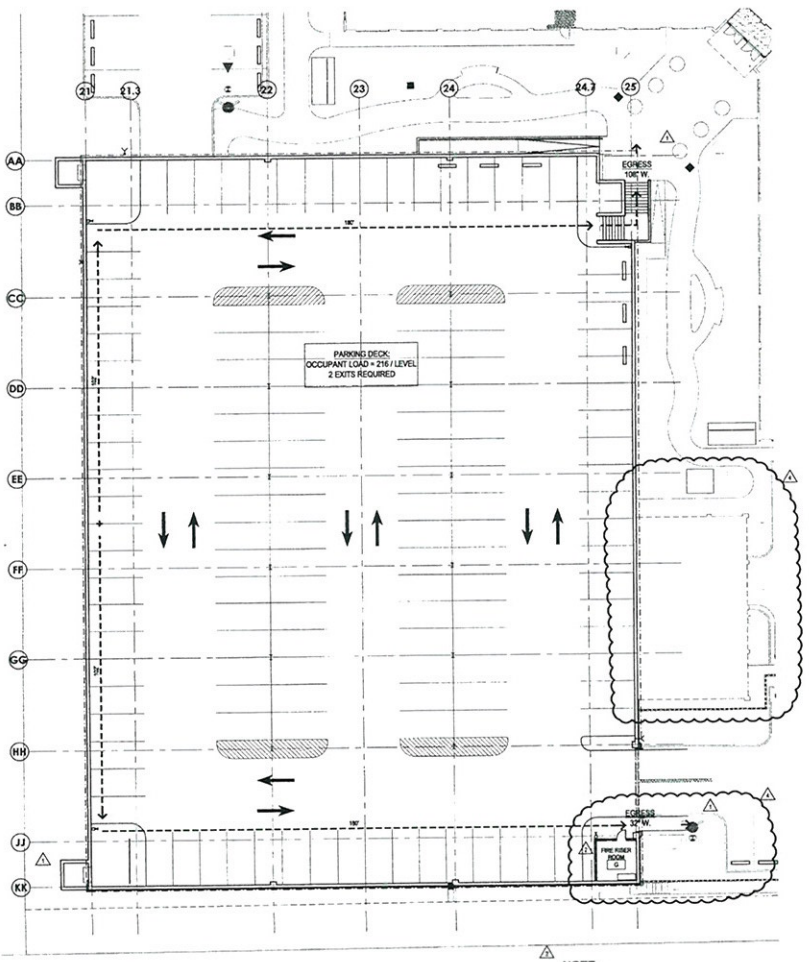
XHBN.HW-D-1020
Joint Systems

Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and use of U.L. Listed or Classified products, equipment, system, device, and materials.
- Authorities Having Jurisdiction should be consulted before construction is started.
- Any miscellaneous assemblies and products which are not specifically described and fully investigated by UL for compliance with the requirements for the design, are outside the Scope of these Fire Resistance Directory Listed above. Although every construction feature encountered in this field, is not specifically covered by the Fire Resistance Directory Listed above, perhaps



2 PARKING GARAGE EXITING PLAN (UPPER LEVEL)
1/16" = 1'-0"



1 PARKING GARAGE EXITING PLAN (LOWER LEVEL)
1/16" = 1'-0"

NOTE:

1. PROVIDE 1-HOUR FIRE RATED ENCLOSURE AT FIRE RISER ROOM. 1-HOUR ENCLOSURE SHOWN

WVR-35710
10/08/09 PC

SYMBOL LEGEND:

- F.E. FIRE EXTINGUISHER
- F.E.C. FIRE EXTINGUISHER CABINET
- EXIT SIGN
- ONE HOUR FIRE ASSEMBLY
- TWO HOUR FIRE ASSEMBLY
- 45' DIRECTION OF TRAVEL AND DISTANCE

RECEIVED
AUG 2 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: MGM
CONTACT: R. KELLY
TELEPHONE: 702-774-6484
FAX: 702-774-6441
EMAIL: rkelly@lauth.net
PROJECT NUMBER: 7904
STATE NUMBER:

SEM
of NEVADA LLC
677 S Colorado Blvd
Suite 200
Denver CO 80246
303 220 8900
303 220 9704 fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED
No. 6080
ARCHITECT
STATE OF NEVADA
DATE SIGNED: 2008

CERTIFIED BY:

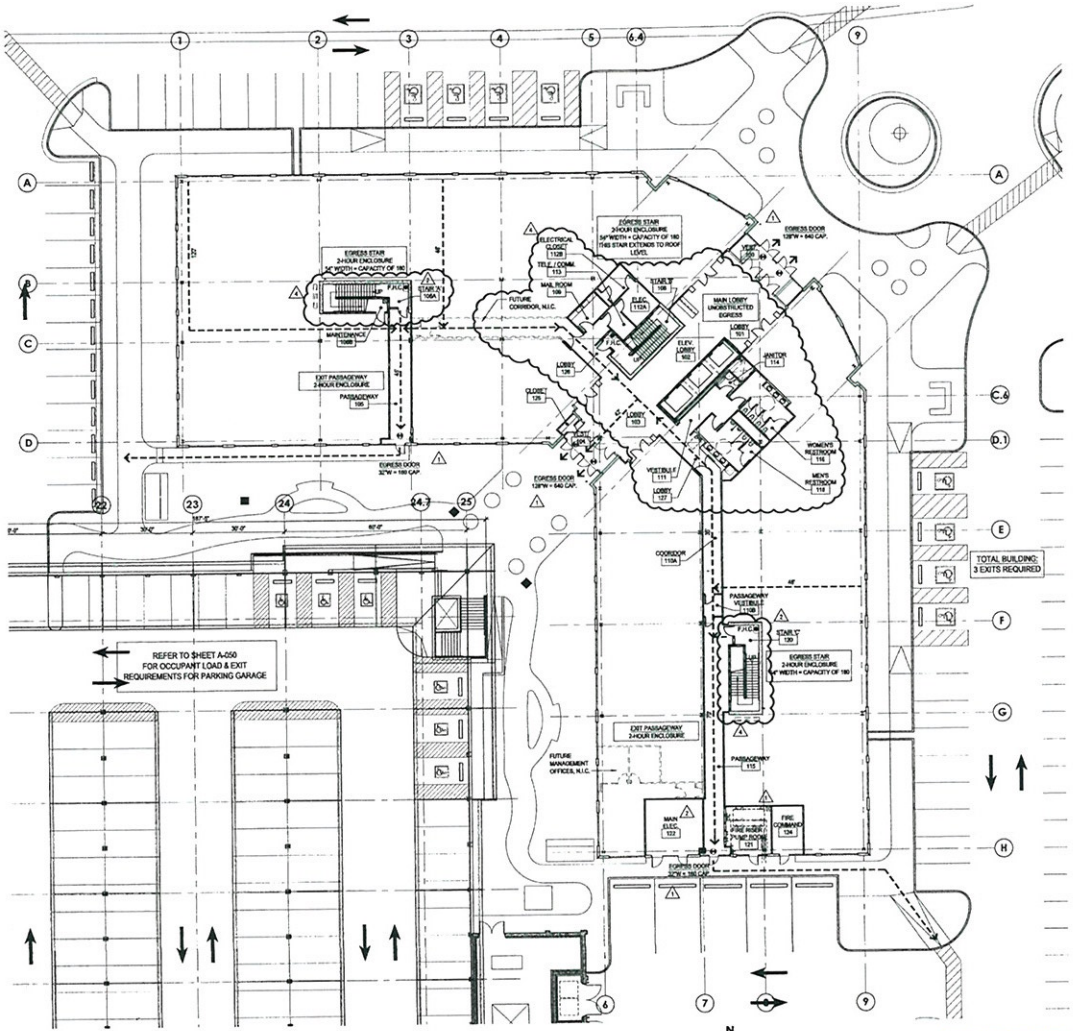
TITLE: PARKING GARAGE EXIT PLANS

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

REV	DATE (YYYY-MM-DD)	DESCRIPTION
1	2007-05-07	CONSULTANT CONTACT
2	2008-06-06	CONSULTANT JOB NUMBER
3	2009-08-07	05148.00
4	2009-08-07	1st PLAN
5	2009-08-07	1st PLAN
6	2009-08-07	1st PLAN
7	2009-08-07	1st PLAN
8	2009-08-07	1st PLAN
9	2009-08-07	1st PLAN
10	2009-08-07	1st PLAN
11	2009-08-07	1st PLAN
12	2009-08-07	1st PLAN

DRAWING NO. A-050 SHEET OF

TITLE: PARKING GARAGE EXIT PLANS



1 EXITING PLAN (FIRST LEVEL)
1/16" = 1'-0"

SYMBOL LEGEND:
- F.E. FIRE EXTINGUISHER
- F.H.C. FIRE HOSE CABINET
- EXIT SIGN
- TWO HOUR FIRE ASSEMBLY
- DIRECTION OF TRAVEL AND DISTANCE

CODE INFORMATION

BUILDING SQUARE FOOTAGE:
187,410 G.S.F.

CONSTRUCTION TYPE:
TYPE IIA - FULLY SPRINKLERED

OCCUPANCY:
GROUP B - OFFICE - PROFESSIONAL SERVICES

APPLICABLE BUILDING CODES:

Based upon 2003 IBC & City of Las Vegas Amendments (LVV)

Office Building

Section	Requirement
304	Group B, Office, Professional services
302.2	Other uses as accessory, less than 10% per floor

LVA 403.1 High-rise provisions apply to buildings having occupied floors above 55'
403.2 Fire sprinkler system and secondary water supply are required
403.3.2 Reduction in fire-resistance rating; Table 601 provisions reduce from type IB to Type IIA with both supervisory and water-flow initiating devices on sprinkler control valves
403.3.2 Shafts, other than stairs & elevator enclosures; 1-hour rated with sprinklers installed in shaft
403.4 Emergency egress and rescue provisions of 1005 are not required.
403.5 Automatic fire detection; smoke detection required
403.6 Emergency voice/alarm system; required
403.7 Fire department communication system; required
403.8 Fire command center; required
403.9 Elevator operation; per Chapter 30
403.10 Standby power; required per 2702
403.11 Emergency power; required per 2702
403.12 Stairway door operation; locking doors controlled by fire command center
403.12.1 Stairway communication required
LVA 403.13 Smokeproof exit enclosures; required per 909.20 & 1018.1.8
LVA 403.15 Smoke control; required per 909

LVA 501.2 Premises identification; provided in accordance with Chapter 15.28 of the Las Vegas Municipal Code
Table 503 Allowable height; 11-story, 180'

Table 503 Allowable Building Area; Unlimited

602.3 Construction Type: IB - Fully sprinklered
Table 601 Reduced to Type IIA requirements per 403.3, 2- 1-hour rating for all structural building elements
Table 602 No fire resistive requirements for exterior walls, with 30' separation.

Table 704.8 No limits on exterior openings with 30' separation
704.3, exception 2 Vertical separation of openings, Section does not apply with building equipped with automatic sprinkler system
707.4 Shaft enclosures; 2-hour rated at stairs and elevators. Other shafts; 1-hour per 403.3.2.
707.14.1 Elevator Lobby; does not need to be separated from corridor since corridor is not required to be rated per 1018.1

LVA 907.2.12 High-rise buildings; automatic fire alarm and emergency voice/alarm communication required.
LVA 909.20.4 DELETE ICC section for mechanical ventilation alternative
LVA 909.20.5 Replaced ICC Section - Stair enclosure must be pressurized, provide vestibule w/ walls & doors per 714.2, and have dampered relief openings

Table1004.1.2 Occupant Load; Office - 180,000 S.F. @ 1/100 = 1,800
Per floor; 300
LVA Table 1005.1 Egress Width Required:
Stairs - 300 x 0.3 = 90" total or 30" per stair
Other (corridors & doors) - 300 x 0.2 = 60" total or 30" each.
1007.2.1 Elevator must serve as an accessible means of egress
1008.12 One stairway is required to extend to roof.
Table 1015.1 Exit Access travel Distance 300'
Table 1016.1 Corridors are NOT required to be rated
Table 1018.1 2 exits required per floor, 4 per building
1019.1 Stair enclosures, and vestibules, 2-hour rated
LVA 1019.1.5 Smoke-proof enclosures required.

1023.1 Exits shall discharge directly to the exterior
Exceptions; 50% of exits may egress through areas on the level of discharge with rated walls and fire sprinklers.

1621 Seismic Design Category C, determined by structural calculations.
ASCE 7, 9.6.1.7, Construction documents for architectural components are not required.

Plumbing Facilities

Table 2902.1 Per Floor, assumed at 30,000 S.F. (300 occupants)

Total	WC's	Lavs	Drinking Fountain
7	6	5	1

OR

Per Building, assumed at 180,000 S.F. (1,800 occupants)

Total	WC's	Lavs	Drinking Fountain
27	24	18	1

Parking Deck - 3 levels, "Enclosed Parking Garage" per Section 406

Section	Requirement
406.4	Group S2, Enclosed Parking Garage
406.4.2	Mechanical ventilation system required

Table 503 Allowable height; 4-story, 56'
Table 503 Allowable area; 26,000 SF
506.3 Automatic Sprinkler Increase; 200% = 52,000 SF
506.4 Area determination; 2-story = 104,000 SF

602.3 Construction Type; II-B
Table 601 No fire resistive requirements for building elements.
Table 602 No fire resistive requirements for exterior walls, with 10' separation.

Table 704.8 No limits on exterior openings with 30' separation.

903.2.9 Sprinkler system required for "Enclosed Parking Garage" per section 406.4.

Table1004.1.2 Occupant Load; Parking Garage - 86,400 S.F. @ 1/200 = 432
Per floor; 216
Table 1015.1 Exit Access travel Distance 400'
Table 1018.1 2 exits required per floor, 2 per building

AREA AND OCCUPANCY:

FIRST LEVEL

100	VESTIBULE	102 S.F.	(2 OCCUPANTS)
101	LOBBY	585 S.F.	(6 OCCUPANTS)
102	ELEVATOR LOBBY	394 S.F.	(4 OCCUPANTS)
103	LOBBY	588 S.F.	(6 OCCUPANTS)
104	VESTIBULE	127 S.F.	(2 OCCUPANTS)
105	PASSAGEWAY	311 S.F.	(4 OCCUPANTS)
105A	STAIR 'A'	218 S.F.	(3 OCCUPANTS)
108B	MAINTENANCE (300 S.F. PER OCCUPANT)	20 S.F.	(1 OCCUPANT)
107	(NOT USED)		
106	STAIR 'B'	228 S.F.	(3 OCCUPANTS)
109	MAIL ROOM	85 S.F.	(1 OCCUPANT)
110A	CORRIDOR	253 S.F.	(3 OCCUPANTS)
110B	PASSAGEWAY VESTIBULE	42 S.F.	(1 OCCUPANT)
111	VESTIBULE	136 S.F.	(2 OCCUPANTS)
112A	ELECTRICAL (300 S.F. PER OCCUPANT)	115 S.F.	(1 OCCUPANT)
112B	ELECTRICAL CLOSET (300 S.F. PER OCCUPANT)	78 S.F.	(1 OCCUPANT)
112C	ELECTRICAL CLOSET (300 S.F. PER OCCUPANT)	8 S.F.	(1 OCCUPANT)
113	TELEPHONE / COMM. (300 S.F. PER OCCUPANT)	85 S.F.	(1 OCCUPANT)
114	JANITOR (300 S.F. PER OCCUPANT)	33 S.F.	(1 OCCUPANT)
115	PASSAGEWAY	546 S.F.	(5 OCCUPANTS)
116	WOMEN'S RESTROOM	2455 F.	(3 OCCUPANTS)
117	(NOT USED)		
118	MEN'S RESTROOM	2125 F.	(3 OCCUPANTS)
119	(NOT USED)		
120	STAIR 'C'	243 S.F.	(3 OCCUPANTS)
121	FIRE RISER / PUMP ROOM (300 S.F. PER OCCUPANT)	227 S.F.	(1 OCCUPANT)
122	MAIN ELECTRICAL (300 S.F. PER OCCUPANT)	341 S.F.	(2 OCCUPANTS)
123	(NOT USED)		
124	FIRE COMMAND (300 S.F. PER OCCUPANT)	158 S.F.	(1 OCCUPANT)
125	CLOSET	19 S.F.	(1 OCCUPANT)
126	LOBBY	156 S.F.	(2 OCCUPANTS)
127	LOBBY	154 S.F.	(2 OCCUPANTS)
AAA	ELEVATORS	251 S.F.	(3 OCCUPANTS)

FIRST LEVEL - GROSS FLOOR AREA
BUSINESS AREA (100 S.F. PER OCCUPANT) 30,355 S.F. = 304 OCCUPANTS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K. KELLY
TELEPHONE: 732-219-2501
FAX:
EMAIL: kkelly@lauth.net
STREET ADDRESS: 1900 ... 7TH
STATE & ADDRESS:

SEM
STEVEN E. MORRISON, LLC
6210 S. Eastern Ave.
Suite 200
Las Vegas, NV 89119
702.795.3773
702.795.3779 fax
www.SEMarchitects.com

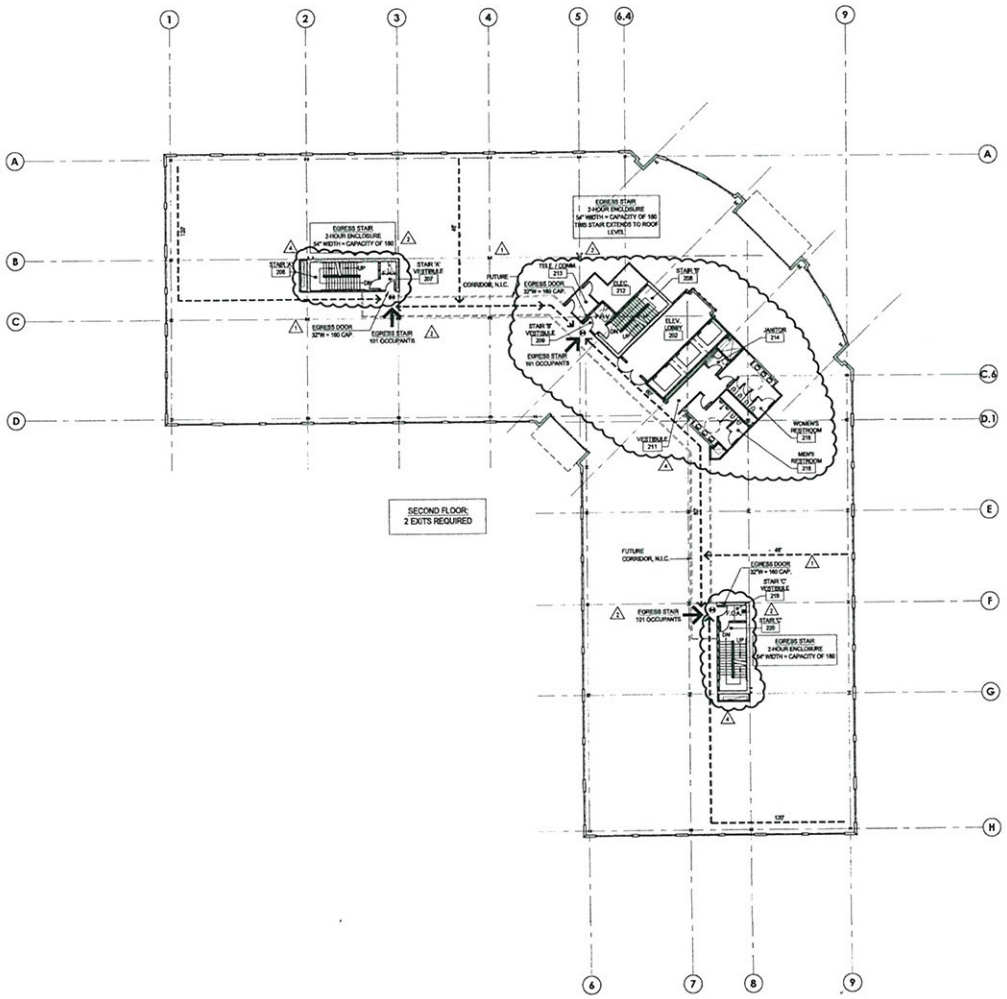
DANIEL TODD DECKER REGISTERED ARCHITECT No. 6080 DATE SIGNED: 10/08/09 STATE OF NEVADA

NO.	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-10-08	PLANNING SUBMITTAL

PLAN CHECK (YYYY-MM-DD) 2007-05-11
ORIGINAL DATE (YYYY-MM-DD) 2007-05-11
CONSULTANT CONTACT
JOB NUMBER 0714.30

TITLE: EXITING PLAN (FIRST LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO. A-051
SHEET OF
TITLE: EXITING PLAN (FIRST LEVEL)



1 EXITING PLAN (SECOND LEVEL)
1/16" = 1'-0"

N

SYMBOL LEGEND:

- F.E. FIRE EXTINGUISHER
- F.C.A. FLOOR CONTROL ASSEMBLY
- F.H.V. FIRE HOSE VALVE
- EXIT SIGN
- TWO HOUR FIRE ASSEMBLY
- DIRECTION OF TRAVEL AND DISTANCE

AREA AND OCCUPANCY:

SECOND LEVEL

200	(NOT USED)		
201	(NOT USED)		
202	ELEVATOR LOBBY	379 S.F.	(4 OCCUPANTS)
203	(NOT USED)		
204	(NOT USED)		
205	(NOT USED)		
206	STAIR 'A'	211 S.F.	(3 OCCUPANTS)
207	STAIR 'A' VESTIBULE	49 S.F.	(1 OCCUPANT)
208	STAIR 'B'	217 S.F.	(3 OCCUPANTS)
209	STAIR 'B' VESTIBULE	52 S.F.	(1 OCCUPANT)
210	(NOT USED)	138 S.F.	(2 OCCUPANTS)
211	VESTIBULE	183 S.F.	(1 OCCUPANT)
212	ELECTRICAL (100 S.F. PER OCCUPANT)	64 S.F.	(1 OCCUPANT)
213	TELEPHONE / COMM. (300 S.F. PER OCCUPANT)	33 S.F.	(1 OCCUPANT)
214	JANITOR (300 S.F. PER OCCUPANT)		
215	(NOT USED)		
216	WOMEN'S RESTROOM	343 S.F.	(3 OCCUPANTS)
217	(NOT USED)		
218	MEN'S RESTROOM	212 S.F.	(3 OCCUPANTS)
219	STAIR 'C' VESTIBULE	49 S.F.	(1 OCCUPANT)
220	STAIR 'C'	211 S.F.	(3 OCCUPANTS)
A&I	ELEVATORS	238 S.F.	(3 OCCUPANTS)
	MECHANICAL SHAFTS (NOT INCLUDED)	95 S.F.	

SECOND LEVEL - GROSS FLOOR AREA

BUSINESS AREA (100 S.F. PER OCCUPANT) 30,247 S.F. = 303 OCCUPANTS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: BOB
CONTACT: BOB LAUTH
TELEPHONE: 714-273-3344
FAX: 714-273-3345
E-MAIL: blauth@lauthproperty.com
PROJECT NUMBER: 7841
STATE NUMBER:

SEM
SEM NEVADA LLC
877 S Colorado Blvd
Suite 200
Denver, CO 80246
303 320 8900
303 320 0704 Fax
www.SEMarchitects.com

DAVID TODD DEGNAN
REGISTERED
No. 6060
STATE OF NEVADA
DATE SIGNED: 7 2009

DESCRIPTION

NO	DATE (YYYY.MM.DD)	DESCRIPTION
1	2009-08-21	CITY COMMENTS

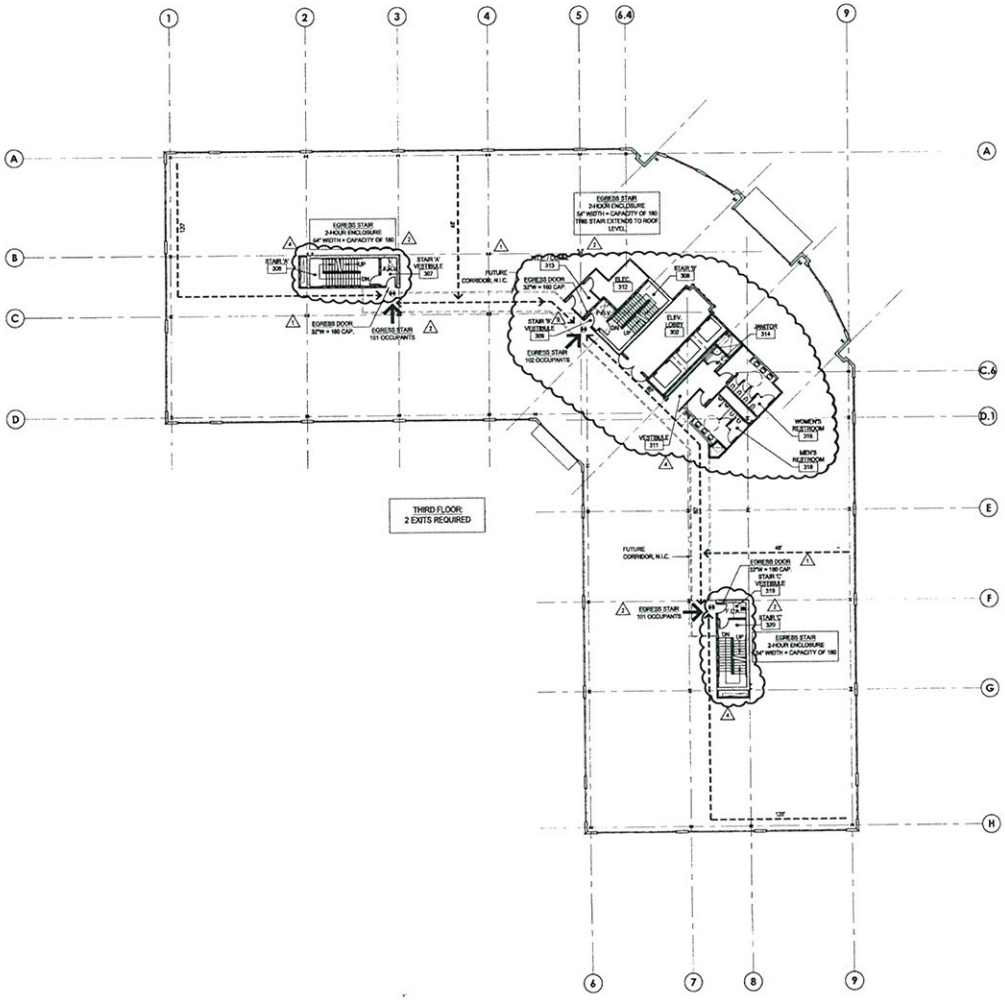
CONSULTANT CONTACT: Dan Degnan
CONSULTANT LICENSE NUMBER: 6060

TITLE: EXITING PLAN (SECOND FLOOR)

PROJECT
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO. A-052
SHEET OF

TITLE: EXITING PLAN (SECOND FLOOR)



1 EXITING PLAN (THIRD LEVEL)
1/16" = 1'-0"

N

SYMBOL LEGEND:

- F.E. FIRE EXTINGUISHER
- F.C.A. FLOOR CONTROL ASSEMBLY
- F.H.V. FIRE HOSE VALVE
- EXIT SIGN
- THIRD HOUR FIRE ASSEMBLY
- DIRECTION OF TRAVEL AND DISTANCE

AREA AND OCCUPANCY:

THIRD LEVEL

300	(NOT USED)		
301	(NOT USED)		
303	ELEVATOR LOBBY	378 S.F.	(4 OCCUPANTS)
303	(NOT USED)		
304	(NOT USED)		
305	(NOT USED)		
306	STAIR 'A'	211 S.F.	(3 OCCUPANTS)
307	STAIR 'A' VESTIBULE	49 S.F.	(1 OCCUPANT)
308	STAIR 'B'	217 S.F.	(3 OCCUPANTS)
309	STAIR 'B' VESTIBULE	32 S.F.	(1 OCCUPANT)
310	(NOT USED)		
311	VESTIBULE	138 S.F.	(2 OCCUPANTS)
312	ELECTRICAL (300 S.F. PER OCCUPANT)	193 S.F.	(1 OCCUPANT)
313	TELEPHONE / COMM. (300 S.F. PER OCCUPANT)	84 S.F.	(1 OCCUPANT)
314	JANITOR (300 S.F. PER OCCUPANT)	42 S.F.	(1 OCCUPANT)
315	(NOT USED)		
316	WOMEN'S RESTROOM	252 S.F.	(3 OCCUPANTS)
317	(NOT USED)		
318	MEN'S RESTROOM	220 S.F.	(3 OCCUPANTS)
319	STAIR 'C' VESTIBULE	49 S.F.	(1 OCCUPANT)
320	STAIR 'C'	211 S.F.	(3 OCCUPANTS)
A&B	ELEVATORS	226 S.F.	(3 OCCUPANTS)
	MECHANICAL SHAFTS (NOT INCLUDED)	95 S.F.	

THIRD LEVEL - GROSS FLOOR AREA

BUSINESS AREA (100 S.F. PER OCCUPANT) 30,339 S.F. = 304 OCCUPANTS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 • www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: BOE
CONTACT: K. KELLY
TELEPHONE: 720-274-2241
FAX:
EMAIL: kelly@lauth.net
WEBSITE ADDRESS: TBA
STATE NUMBER:

SEM of NEVADA LLC
4375 S Jones Blvd
Suite 200
Las Vegas, NV 89146
702 220 8900
702 220 0708 fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED
No. 6060
ARCHITECT
STATE OF NEVADA
DATE SIGNED: 7-31-2009

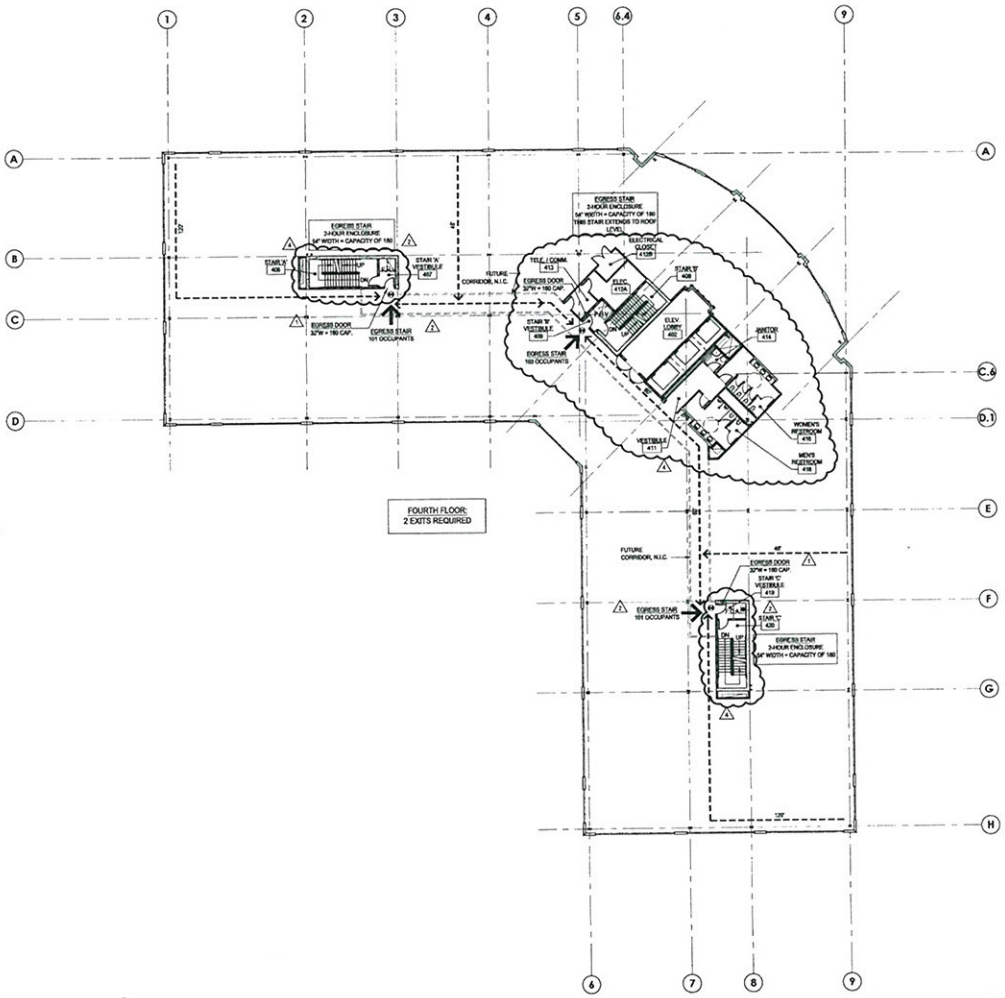
DESIGNED BY

TITLE: EXITING PLAN (THIRD LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY-MM-DD): 2007-10-27
CONSULTANT CONTACT:
CONSULTANT JOB NUMBER:
PHASE: 40.0

NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2008-01-31	CONSTRUCTION SET
2	2008-03-31	PLANNING SET
3	2008-05-30	PLANNING SET
4	2008-07-31	PLANNING SET
5	2008-09-26	PLANNING SET
6	2009-07-31	PLANNING SET

DRAWING NO. A-053
SHEET OF
TITLE: EXITING PLAN (THIRD LEVEL)



SYMBOL LEGEND:

- F.E. — FIRE EXTINGUISHER
- F.C.A. — FLOOR CONTROL ASSEMBLY
- F.H.V. — FIRE HOSE VALVE
- 69 — EXIT SIGN
- TWO HOUR FIRE ASSEMBLY
- 40' — DIRECTION OF TRAVEL AND DISTANCE

AREA AND OCCUPANCY:

FOURTH LEVEL

400	(NOT USED)	
401	(NOT USED)	
402	ELEVATOR LOBBY	370 S.F. (4 OCCUPANTS)
403	(NOT USED)	
404	(NOT USED)	
405	(NOT USED)	
406	STAIR 'A'	211 S.F. (3 OCCUPANTS)
407	STAIR 'A' VESTIBULE	49 S.F. (1 OCCUPANT)
408	STAIR 'B'	217 S.F. (3 OCCUPANTS)
409	STAIR 'B' VESTIBULE	52 S.F. (1 OCCUPANT)
410	(NOT USED)	
411	VESTIBULE	138 S.F. (2 OCCUPANTS)
412A	ELECTRICAL (500 S.F. PER OCCUPANT)	163 S.F. (1 OCCUPANT)
412B	ELECTRICAL CLOSET (500 S.F. PER OCCUPANT)	52 S.F. (1 OCCUPANT)
413	TELEPHONE / COMM. (300 S.F. PER OCCUPANT)	64 S.F. (1 OCCUPANT)
414	JANITOR (300 S.F. PER OCCUPANT)	42 S.F. (1 OCCUPANT)
415	(NOT USED)	
416	WOMEN'S RESTROOM	252 S.F. (3 OCCUPANTS)
417	(NOT USED)	
418	MEN'S RESTROOM	226 S.F. (3 OCCUPANTS)
419	STAIR 'C' VESTIBULE	49 S.F. (1 OCCUPANT)
420	STAIR 'C'	211 S.F. (3 OCCUPANTS)
A&B	ELEVATORS	226 S.F. (3 OCCUPANTS)
	MECHANICAL SHAFTS (NOT INCLUDED)	95 S.F.

FOURTH LEVEL - GROSS FLOOR AREA
BUSINESS AREA (100 S.F. PER OCCUPANT) 30,470 S.F. = 305 OCCUPANTS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP

SEM
OF NEVADA LLC
6715 Colorado Blvd
Suite 200
Denver, CO 80244
303 220 3900
303 220 0708 fax
www.SEMarchitects.com

CERTIFIED — DONALD TODD DECKER — REGISTERED ARCHITECT — No. 2000 — STATE OF NEVADA — DATE SIGNED 2009

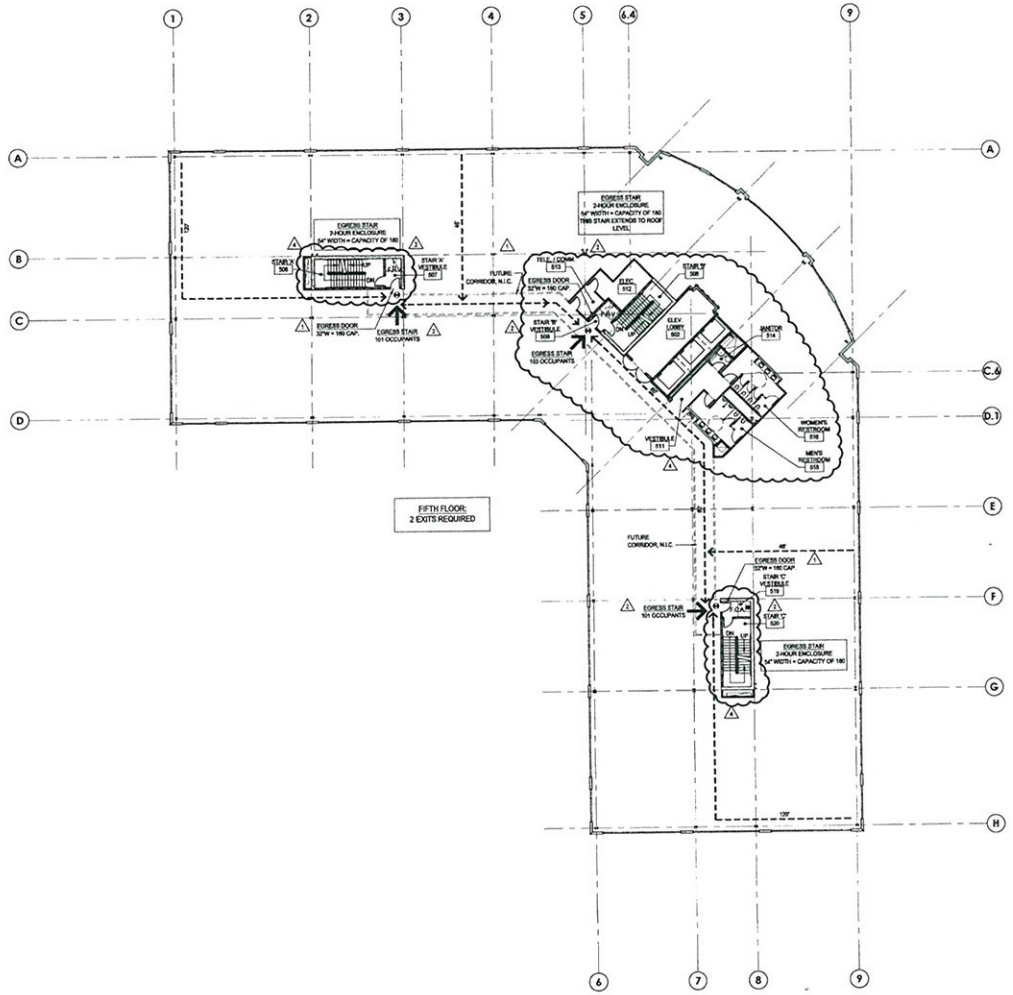
NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-20	PLANNING SET

DRAWN BY: DATE (YYYY-MM-DD) 2007-05-07
CONSULTANT CONTACT
CONSULTANT JOB NUMBER
Date Plotted: 2009-08-20 11:45:21

TITLE: EXITING PLAN (FOURTH LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO: A-054
SHEET OF

TITLE: EXITING PLAN (FOURTH LEVEL)



1 EXITING PLAN (FIFTH LEVEL)
1/16" = 1'-0"

N

SYMBOL LEGEND:

F.E.	FIRE EXTINGUISHER
F.C.A.	FLOOR CONTROL ASSEMBLY
F.H.V.	FIRE HOSE VALVE
	EXIT SIGN
	TWO HOUR FIRE ASSEMBLY
40'	DIRECTION OF TRAVEL AND DISTANCE

AREA AND OCCUPANCY:

FIFTH LEVEL

500	(NOT USED)		
501	(NOT USED)		
502	ELEVATOR LOBBY	379 S.F.	(4 OCCUPANTS)
503	(NOT USED)		
504	(NOT USED)		
505	(NOT USED)		
506	STAIR 'A'	211 S.F.	(3 OCCUPANTS)
507	STAIR 'A' VESTIBULE	49 S.F.	(1 OCCUPANT)
508	STAIR 'B'	217 S.F.	(3 OCCUPANTS)
509	STAIR 'B' VESTIBULE	52 S.F.	(1 OCCUPANT)
510	(NOT USED)		
511	VESTIBULE	138 S.F.	(2 OCCUPANTS)
512	ELECTRICAL (300 S.F. PER OCCUPANT)	163 S.F.	(1 OCCUPANT)
513	TELEPHONE / COMM. (300 S.F. PER OCCUPANT)	84 S.F.	(1 OCCUPANT)
514	JANITOR (300 S.F. PER OCCUPANT)	42 S.F.	(1 OCCUPANT)
515	(NOT USED)		
516	WOMEN'S RESTROOM	292 S.F.	(3 OCCUPANTS)
517	(NOT USED)		
518	MEN'S RESTROOM	230 S.F.	(3 OCCUPANTS)
519	STAIR 'C' VESTIBULE	49 S.F.	(1 OCCUPANT)
520	STAIR 'C'	211 S.F.	(3 OCCUPANTS)
A&B	ELEVATORS	226 S.F.	(3 OCCUPANTS)
	MECHANICAL SHAFTS (NOT INCLUDED)	95 S.F.	

FIFTH LEVEL - GROSS FLOOR AREA
BUSINESS AREA (100 S.F. PER OCCUPANT) 30,470 S.F. = 305 OCCUPANTS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866.848.6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: MX
CONTACT: K. KELLY
TELEPHONE: 714-479-3860
FAX: 714-479-3860
E-MAIL: mx@lauth.net
PROJECT NUMBER: 7004
STATE NUMBER:

SEM
of NEVADA LLC
4371 Colorado Blvd
Suite 200
Denver CO 80246
303.220.9700
303.220.9708 fax
www.SEMarchitects.com

CERTIFIED BY: DAVID TODD DEAN, REGISTERED ARCHITECT, No. 6009, STATE OF NEVADA
DATE SIGNED:

TITLE: EXITING PLAN (FIFTH LEVEL)

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY-MM-DD): 2009-08-21

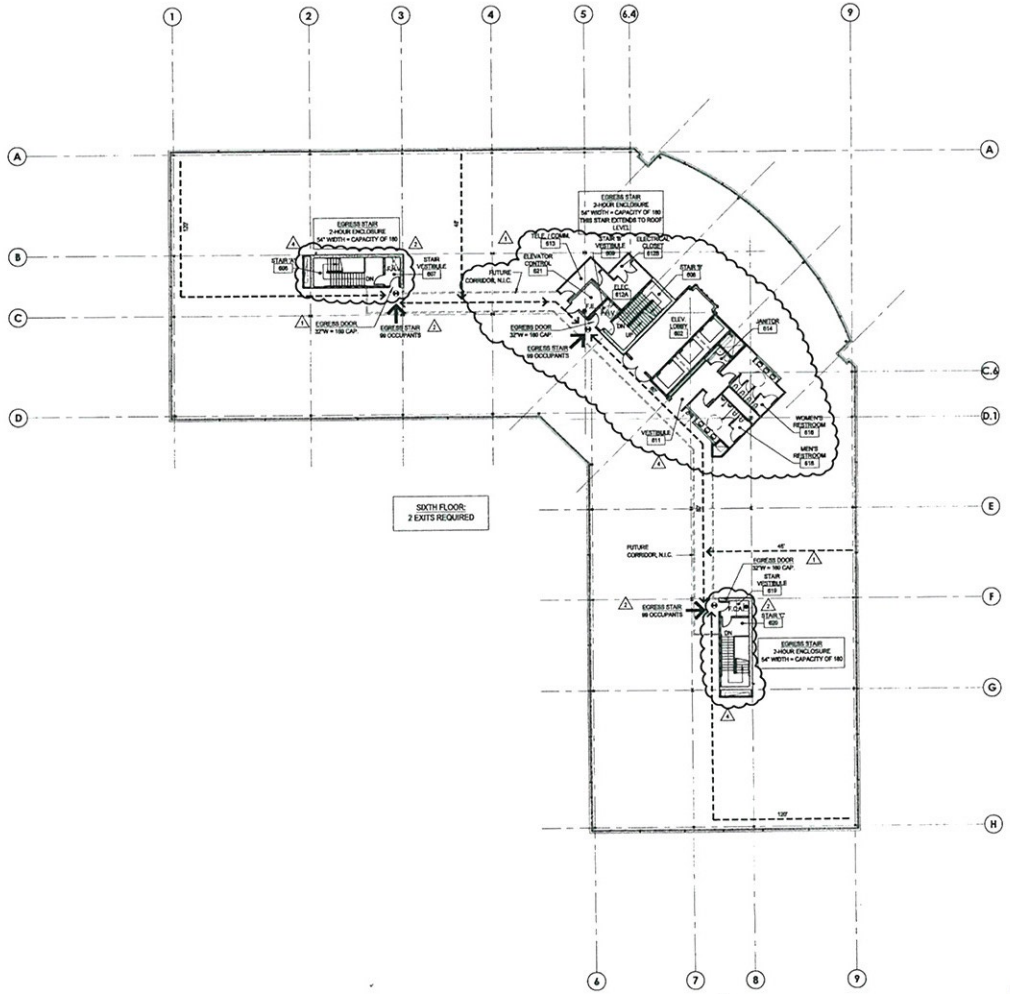
CONSULTANT: DONALDS

CONSULTANT NUMBER: 261.5102

NO	DESCRIPTION	DATE
1	CONTRACT SET	2009.08.21
2	CITY REVIEW SET	2009.09.21
3	CITY REVIEW SET	2009.10.21
4	CITY REVIEW SET	2009.11.21

DRAWING NO. A-055
SHEET OF

TITLE: EXITING PLAN (FIFTH LEVEL)



1 EXITING PLAN (SIXTH LEVEL)
1/16" = 1'-0"

SYMBOL LEGEND:

- F.E. FIRE EXTINGUISHER
- (B) F.C.A. FLOOR CONTROL ASSEMBLY
- F.H.V. FIRE HOSE VALVE
- EXIT SIGN
- TWO HOUR FIRE ASSEMBLY
- DIRECTION OF TRAVEL AND DISTANCE

AREA AND OCCUPANCY:

SIXTH LEVEL

600	(NOT USED)	
601	(NOT USED)	
602	ELEVATOR LOBBY	379 S.F. (4 OCCUPANTS)
603	(NOT USED)	
604	(NOT USED)	
605	(NOT USED)	
606	STAIR 'A'	211 S.F. (3 OCCUPANTS)
607	STAIR 'A' VESTIBULE	49 S.F. (1 OCCUPANT)
608	STAIR 'B'	217 S.F. (3 OCCUPANTS)
609	STAIR 'B' VESTIBULE	52 S.F. (1 OCCUPANT)
610	(NOT USED)	
611	VESTIBULE	138 S.F. (2 OCCUPANTS)
612A	ELECTRICAL (300 S.F. PER OCCUPANT)	152 S.F. (1 OCCUPANT)
612B	ELECTRICAL CLOSET (300 S.F. PER OCCUPANT)	22 S.F. (1 OCCUPANT)
613	TELEPHONE / COMM. (300 S.F. PER OCCUPANT)	75 S.F. (1 OCCUPANT)
614	JANITOR (300 S.F. PER OCCUPANT)	42 S.F. (1 OCCUPANT)
615	(NOT USED)	
616	WOMEN'S RESTROOM	232 S.F. (3 OCCUPANTS)
617	(NOT USED)	229 S.F. (3 OCCUPANTS)
618	MEN'S RESTROOM	49 S.F. (1 OCCUPANT)
619	STAIR 'C' VESTIBULE	211 S.F. (3 OCCUPANTS)
620	STAIR 'C'	67 S.F. (1 OCCUPANT)
621	ELEVATOR CONTROL ROOM (300 S.F. PER OCCUPANT)	238 S.F. (3 OCCUPANTS)
A&B	ELEVATORS	95 S.F.
	MECHANICAL SHAFTS (NOT INCLUDED)	

SIXTH FLOOR - GROSS FLOOR AREA
BUSINESS AREA (100 S.F. PER OCCUPANT) 29,682 S.F. = 297 OCCUPANTS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT R. KELLY
TELEPHONE 732-578-3344
FAX 732-578-3341
E-MAIL rkelly@lauth.net
PROJECT MANAGER TMH
STATE NUMBER

SEM
of NEVADA LLC
6715 Corporate Blvd
Suite 200
Denver CO 80216
303 220 0700
303 220 0704 fax
www.SEMarchitects.com

DAVID TODD DEGNER
REGISTERED
No. 6550
DATE SIGNED
ARCHITECT
STATE OF NEVADA
2009

CERTIFIED BY

CONSULTANT CONTACT
CONSULTANT JOB NUMBER
21.410

TITLE: EXITING PLAN (SIXTH LEVEL)

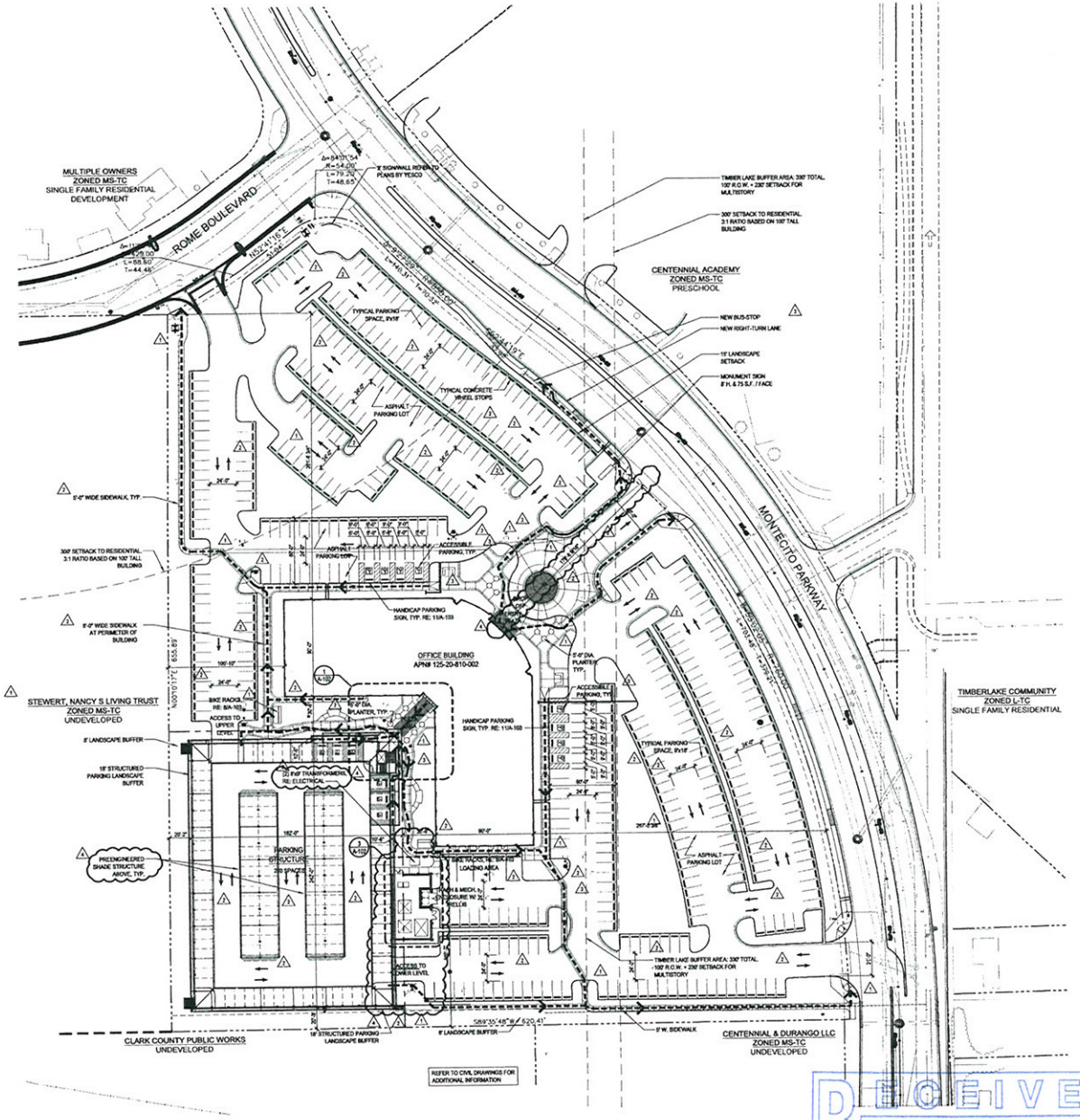
PROJECT
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

PLAN CHECK SUBMITTAL 2009-08-21

NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-21	PLAN CHECK SUBMITTAL

DRAWING NO. A-056
SHEET OF

TITLE: EXITING PLAN (SIXTH LEVEL)



1 SITE PLAN
1" = 40'-0"

GENERAL NOTES:

1. REFER TO CIVIL DOCUMENTS FOR HORIZONTAL CONTROL, GRADING, PAVING AND UTILITIES. REFER TO LANDSCAPING FOR PLAZA CONTROLS & DETAILS.
2. REFER TO ELECTRICAL DOCUMENTS FOR SITE LIGHTING.
3. COORDINATE UTILITIES WITH THE APPROPRIATE PROVIDER.
4. PROVIDE TYPICAL PARKING SPACES AT 9'-0"Wx18'-0" UNLESS NOTED OTHERWISE.
5. PROVIDE 4" WIDE, YELLOW PARKING LOT STRIPING TYPICAL, UNLESS NOTED OTHERWISE.
6. PROVIDE 6" THICK CONCRETE PAVING WITH 'W.W.F. REINFORCING. BROOM FINISH WHERE NOTED. PROVIDE CONTROL JOINTS AT 10'-0" O.C.C. AND SEALED EXPANSION JOINTS AT 30'-0" O.C. UNLESS NOTED OTHERWISE.
7. PROVIDE 4" THICK CONCRETE SIDEWALKS WITH MEDIUM BROOM FINISH OVER 4" AGGREGATE BASE. PROVIDE SAW-CUT CONTROL JOINTS AT 5'-0" O.C. UNLESS NOTED OTHERWISE. SLOPES SHALL NOT EXCEED 5% IN THE DIRECTION OF TRAVEL OR EXCEED 2% CROSS SLOPE.
8. MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING, MINIMUM OF 2% IN FIRST 10 FEET.
9. REFER TO CIVIL DRAWINGS FOR SITE SPECIFIC PARKING REQUIREMENTS AND HANDICAP PARKING DESIGNATION.
10. REFER TO CIVIL DRAWINGS FOR PAVING AND A.D.A. COMPLIANT GRADING.
11. REFER TO LANDSCAPE DRAWINGS FOR LANDSCAPING AROUND BUILDING AND AT PARKING AREAS.

SITE DATA:

SITE AREA:		8.01 ACRES
OPEN SPACE:		(30.5%) 2.43 ACRES
BUILDING AREA:		190,300 G.S.F.
FOOTPRINT:	(8.5% COVERAGE)	31,000 G.S.F.
F.A.R.:		.55
PARKING:		719 (1050 S.F.)
SURFACE PARKING		443
ACCESSIBLE SURFACE PARKING		5
STRUCTURED PARKING		265
ACCESSIBLE STRUCTURED PARKING		6
TOTAL ACCESSIBLE PARKING (2%)		14
TYPICAL PARKING SPACE		9' x 18'
TOTAL BICYCLE PARKING		64 SPACES
LOADING:		5 LOADING SPACES

→ ACCESSIBLE ROUTE AND DIRECTION OF TRAVEL. SLOPE SHALL NOT EXCEED 5% IN THE DIRECTION OF TRAVEL OR EXCEED 2% CROSS SLOPE

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 • www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: MDS
CONTACT: K.KELLY
TELEPHONE / FACSIMILE: 720-274-2501
FILE:
E-MAIL: kelly@lauth.net
WEB SITE ADDRESS: 7884
STATE NUMBER:

SEM
01 NEVADA LLC
4715 Colorado Blvd
Suite 200
Denver CO 80216
303 320 6767
303 320 6768 Fax
www.SEMarchitects.com

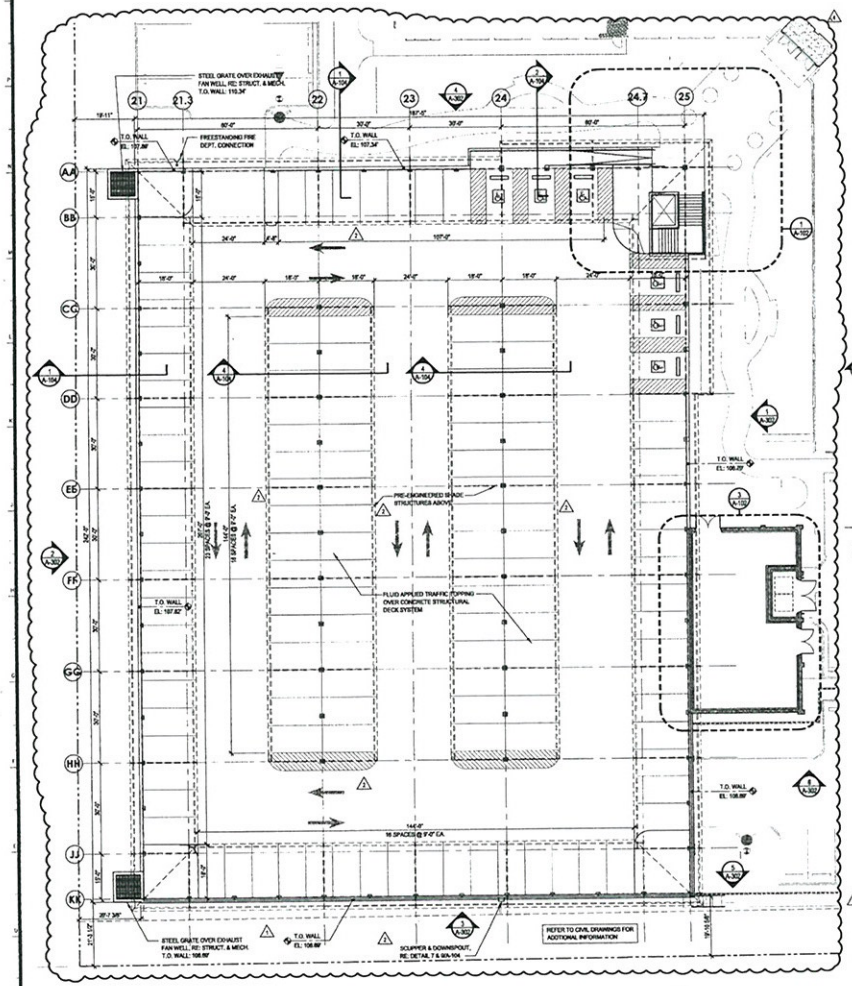
DEFINED BY: DONALD TODD DECKER, REGISTERED, No. 6080, ARCHITECT, STATE OF NEVADA
DATE SIGNED: 7 2009

TITLE: SITE PLAN
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

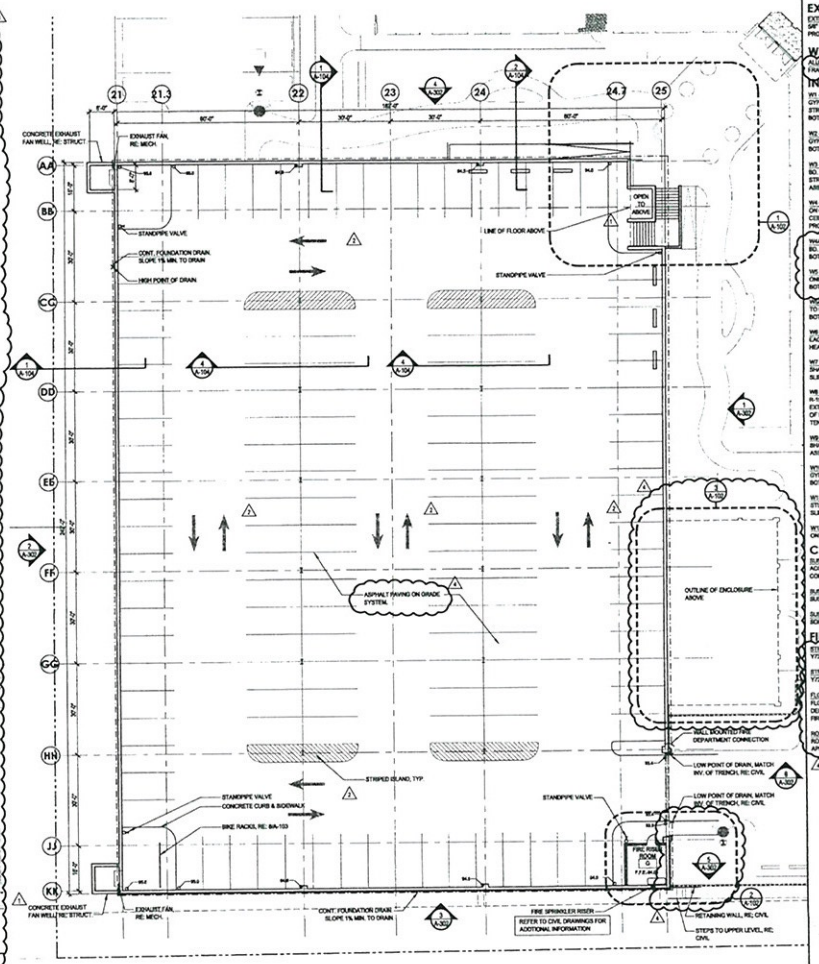
DRAWN BY: KA
CHECKED BY: KK
DATE: 07/14/09
SCALE: 1/16" = 1'-0"
CONSULTANT CONTACT
JOB NUMBER: 0514.02

NO.	DESCRIPTION	DATE
1	PLANNING SUBMITTAL	07/14/09
2	PLANNING SUBMITTAL	08/21/09
3		
4		
5		
6		
7		
8		
9		
10		

DRAWING NO. A-100
SHEET OF
TITLE: SITE PLAN



2 PARKING GARAGE PLAN (UPPER LEVEL)
1/16" = 1'-0"



1 PARKING GARAGE PLAN (LOWER LEVEL)
1/16" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 3" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 3" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE BLP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE BLP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED BLP TRACK HEAD. 3-HOUR RATED ASSEMBLY, UL # U-465.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE BLP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE BLP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE BLP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE BLP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED BLP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED BLP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE BLP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS. N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-465.

W10 - INTERIOR WALL SYSTEM: 5" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE BLP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED BLP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2/A-210, E/A-2344, COMPLIANCE TO ASTM C635, ASTM C636, AND ANCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 5/8" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. EN-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. EN-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING @ 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

LAUTH
866 849 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K. KELLY
STREET ADDRESS: 2300 W. Sahara
CITY, STATE, ZIP: Las Vegas, NV 89102
PH: 726-276-5241
FAX:
E-MAIL: kkelly@lauth.net
WEB ADDRESS: www.lauth.net
STATE NUMBER:

SEM OF NEVADA LLC
Structural Engineering Management
877 S. Gibson Rd
Suite 200
Henderson, NV 89014
702 896 8000
303 320 8708 fax
www.SEMofNevada.com

DAVID TODD DELEEUW
No. 9060
REGISTERED PROFESSIONAL ENGINEER
STATE OF NEVADA
DATE SIGNED 8/21/09

TITLE: PARKING GARAGE PLANS
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

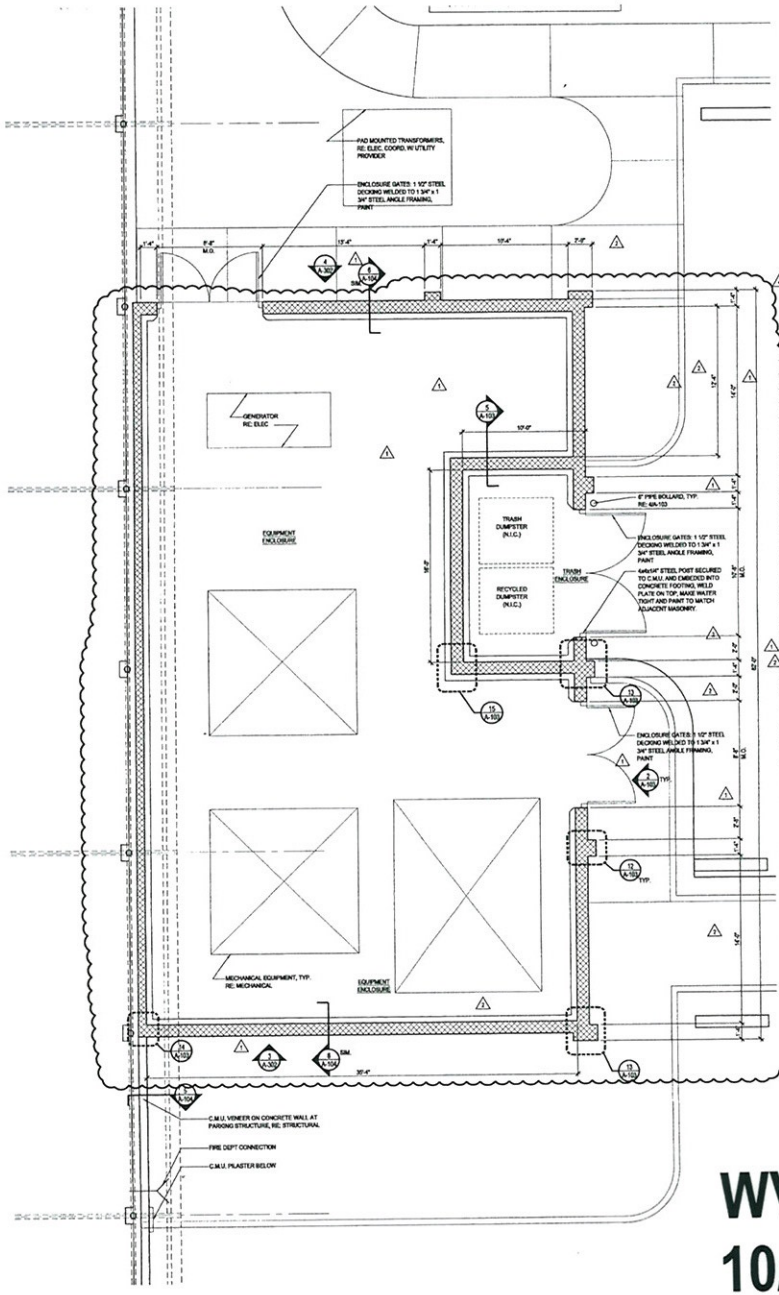
REV	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-05	CITY COMMENTS

PYRAMID CONSULTANTS 2007-12-07
CONSULTANT CONTACT
JOB NUMBER 21-1430

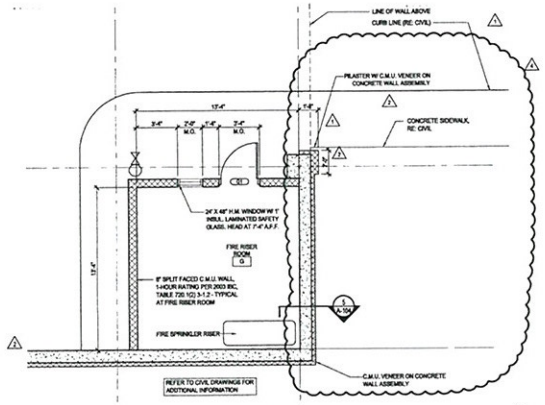
DRAWING NO. A-101
SHEET OF
TITLE: PARKING GARAGE PLANS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

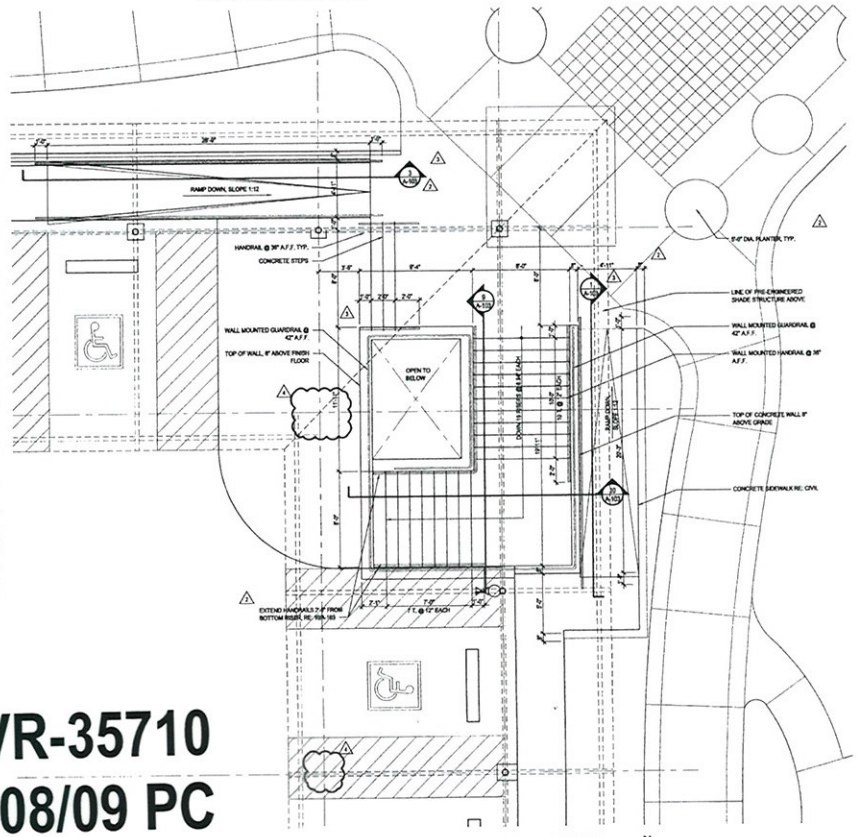
WVR-35710
10/08/09 PC



3 ENLARGED ENCLOSURE PLAN
1/4" = 1'-0"



2 ENLARGED FIRE RISER PLAN
1/4" = 1'-0"



1 ENLARGED ENTRY PLAZA PLAN
1/4" = 1'-0"

REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION

WVR-35710
10/08/09 PC

RECEIVED
OCT 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: MCR
CONTACT: K. KELLY
TELEPHONE: 720.279.2241
FAX:
EMAIL: kkelly@lauth.net
STATE LICENSE: 7966
STATE MANDR:

SEM
61 NEVADA LLC
617 S Cascade Blvd
Suite 200
Dallas, TX 75226
303.220.9900
303.220.9768 fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED
No. 5060
STATE OF NEVADA
DATE SIGNED: 10.27.2009

DESIGN BY:

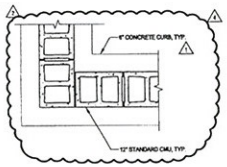
NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-10-21	PLANNING SUBMITTAL

DRAWN BY:
CHECKED BY:
DATE (YYYY-MM-DD): 2009-10-21
CONSULTANT CONTACT:
CONSULTANT JOB NUMBER: 0514.00

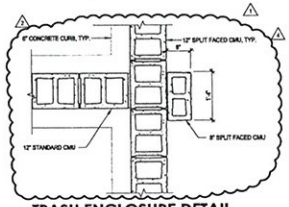
TITLE: SITE DETAILS

PROJECT
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

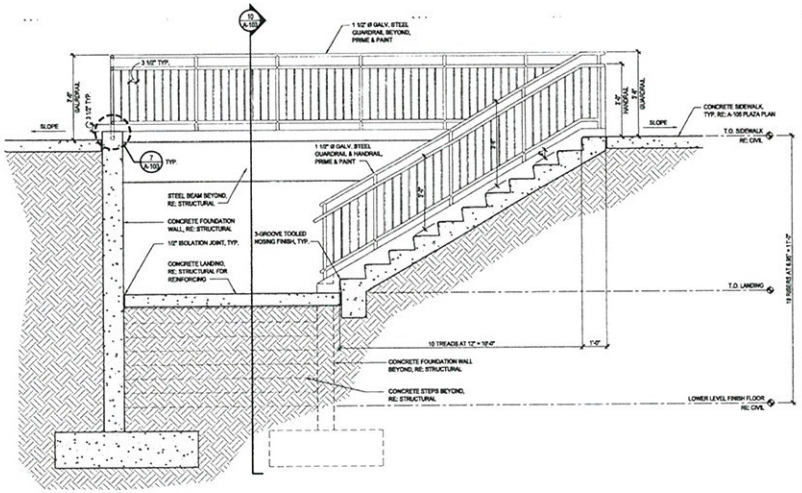
DRAWING NO. A-102
SHEET OF
TITLE: ENLARGED SITE PLANS



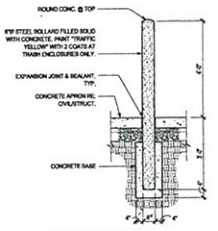
15 EQUIPMENT ENCLOSURE DETAIL
3/4" = 1'-0"



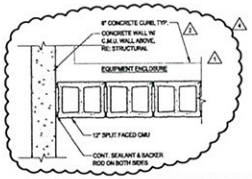
13 TRASH ENCLOSURE DETAIL
3/4" = 1'-0"



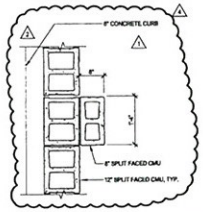
9 PARKING GARAGE STAIR SECTION
1/2" = 1'-0"



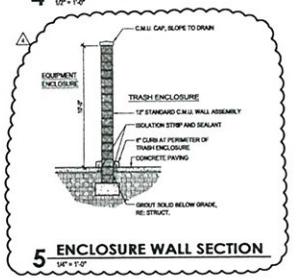
4 PIPE BOLLARD
1/2" = 1'-0"



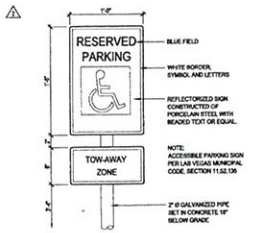
14 EQUIPMENT ENCLOSURE DETAIL
3/4" = 1'-0"



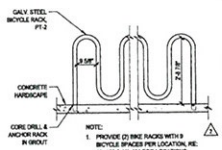
12 EQUIPMENT ENCLOSURE DETAIL
3/4" = 1'-0"



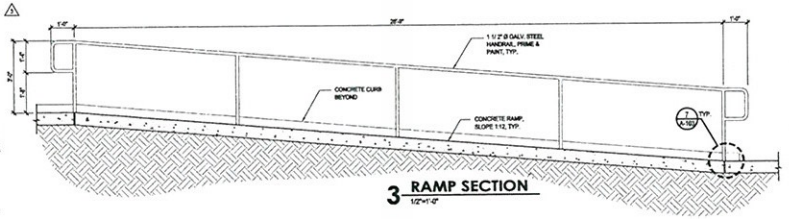
5 ENCLOSURE WALL SECTION
1/4" = 1'-0"



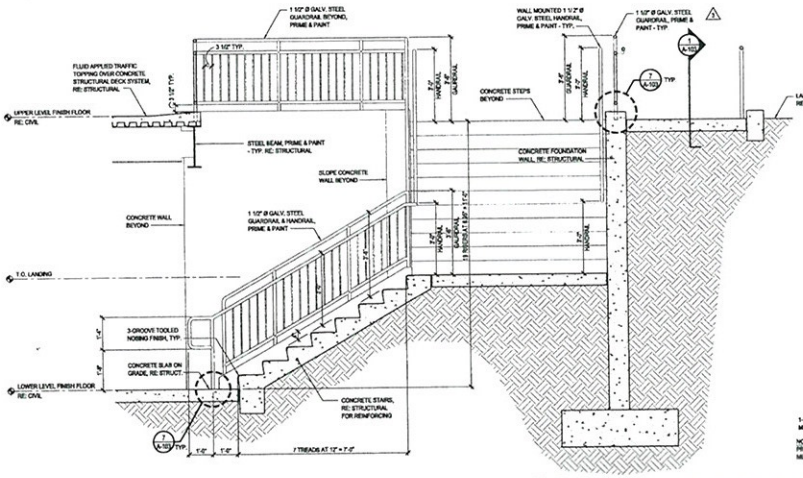
11 HANDICAP PARKING SIGN
1 1/2" = 1'-0"



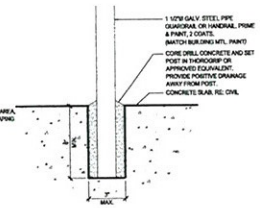
8 BIKE RACK
1/2" = 1'-0"



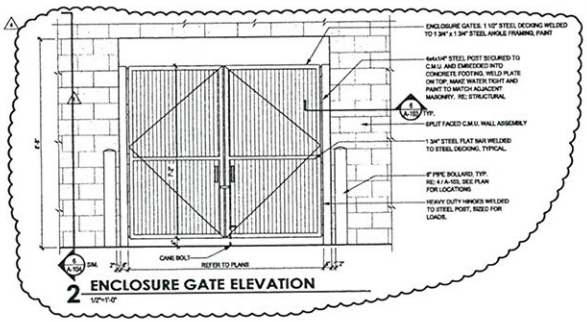
3 RAMP SECTION
1/2"=1'-0"



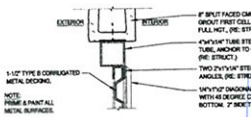
10 PARKING GARAGE STAIR SECTION
1/2" = 1'-0"



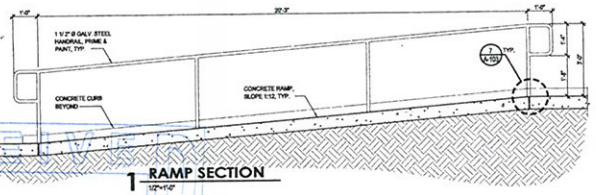
7 GUARDRAIL / HANDRAIL DETAIL
3"=1'-0"



2 ENCLOSURE GATE ELEVATION
1/2"=1'-0"



6 ENCLOSURE DOOR DETAIL
1 1/2" = 1'-0"



1 RAMP SECTION
1/2"=1'-0"

WVR-35710

10/08/09 PC

RECEIVED
AUG 27 2010
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT PHONE
FAX
E-MAIL
STATE MARKET

SEM
SEM of NEVADA LLC
877 S Colorado Blvd
Suite 200
Denver, CO 80246
303 226 8900
303 226 8908 Fax
www.SEMarchitects.com

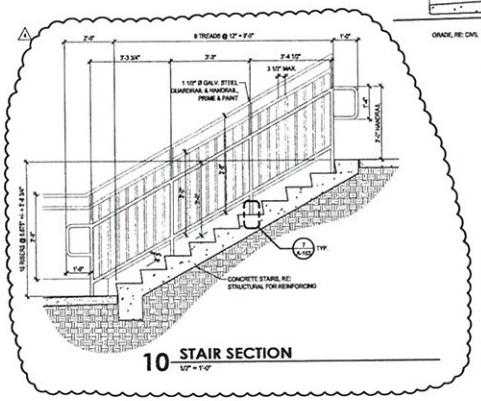
CERTIFIED BY: KEVIN TODD DECKER, REGISTERED ARCHITECT, No. 6000, DATE SIGNED MAR 24 2009, STATE OF NEVADA

NO.	DATE (YY/MM/DD)	DESCRIPTION
1	09/11/30	PLAN CHECK SET
2	09/12/15	PLAN CHECK SET
3	10/01/25	PLAN CHECK SET
4	10/03/25	PLAN CHECK SET
5	10/04/26	PLAN CHECK SET
6	10/05/26	PLAN CHECK SET
7	10/06/26	PLAN CHECK SET
8	10/07/26	PLAN CHECK SET
9	10/08/09	PLAN CHECK SET

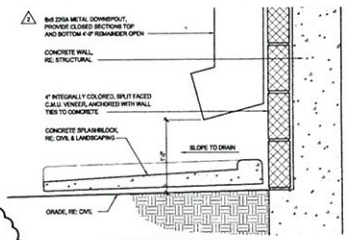
DRAWN BY: WVR-MB/DG
DATE (YY/MM/DD): 2007-12-21
CONSULTANT CONTACT:
CONSULTANT JOB NUMBER: 07-100

TITLE: SITE DETAILS
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

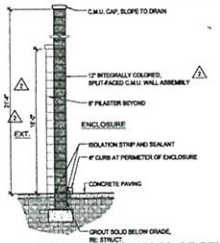
DRAWING NO. A-103
SHEET OF
TITLE: SITE DETAILS



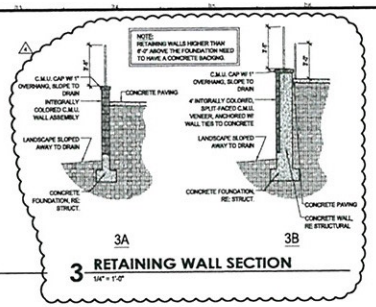
10 STAIR SECTION
1/2" = 1'-0"



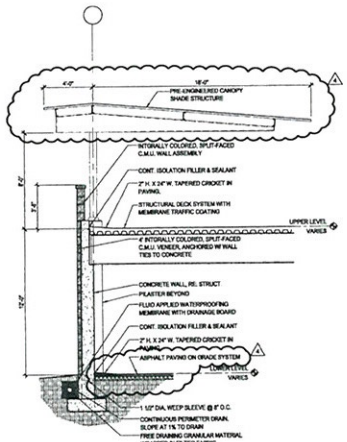
7 DOWNSPOUT DETAIL
1 1/2" = 1'-0"



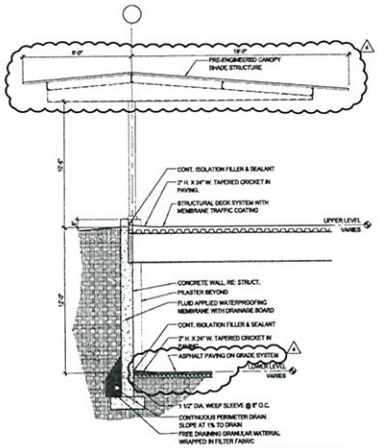
6 ENCLOSURE WALL SECTION
1/4" = 1'-0"



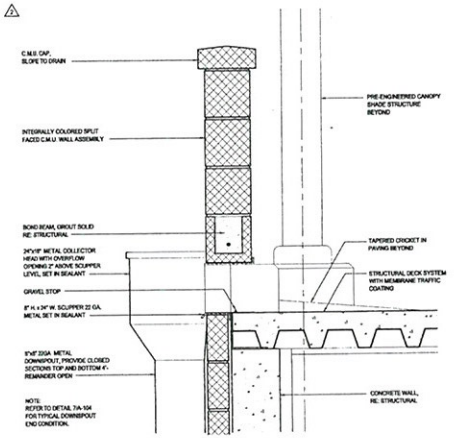
3 RETAINING WALL SECTION
1/4" = 1'-0"



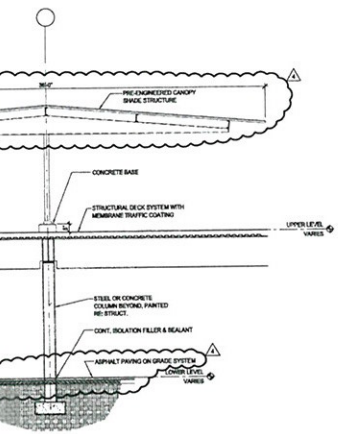
5 GARAGE WALL SECTION
1/4" = 1'-0"



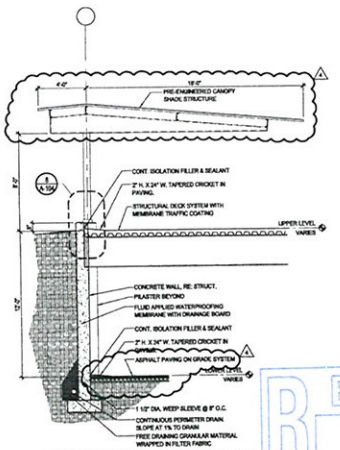
2 TYPICAL GARAGE WALL SECTION
1/4" = 1'-0"



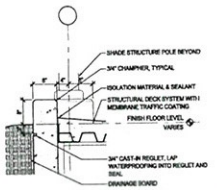
9 SCUPPER DETAIL
1 1/2" = 1'-0"



4 TYPICAL GARAGE WALL SECTION
1/4" = 1'-0"



1 TYPICAL GARAGE WALL SECTION
1/4" = 1'-0"



8 DETAIL
3/4" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 3" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW-'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-499.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL #U-495

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL #U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-499.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2/A-210, ER-2244, COMPLIANCE TO ASTM C636, ASTM C636, AND AISC 7.

SUSPENDED GYPSUM BOARD SYSTEM: 5/8" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1308

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1308

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" P. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: BOB
CONTACT: K.KELLY
2520 N. RANCHO DRIVE
702-474-2341
FAX:
EMAIL: kelly@lauth.net
WEB:
STATE NUMBER: TNH

SEM
of NEVADA LLC
6775 Cobrado Blvd
Suite 200
Denver, CO 80244
303 220 9900
303 220 0768 fax
www.SEMarchitects.com

REGISTERED ARCHITECT
RAND TODD DICKEY
No. 5000
STATE OF NEVADA
DATE SIGNED
SEP 27 2008

NO	DATE (YY-MM-DD)	DESCRIPTION
1	2007-05-01	CONSULTANT CONTACT
2	2008-12-04	CONSULTANT JOB NUMBER
3	2009-01-05	
4		
5		
6		

TITLE: PARKING GARAGE SECTIONS

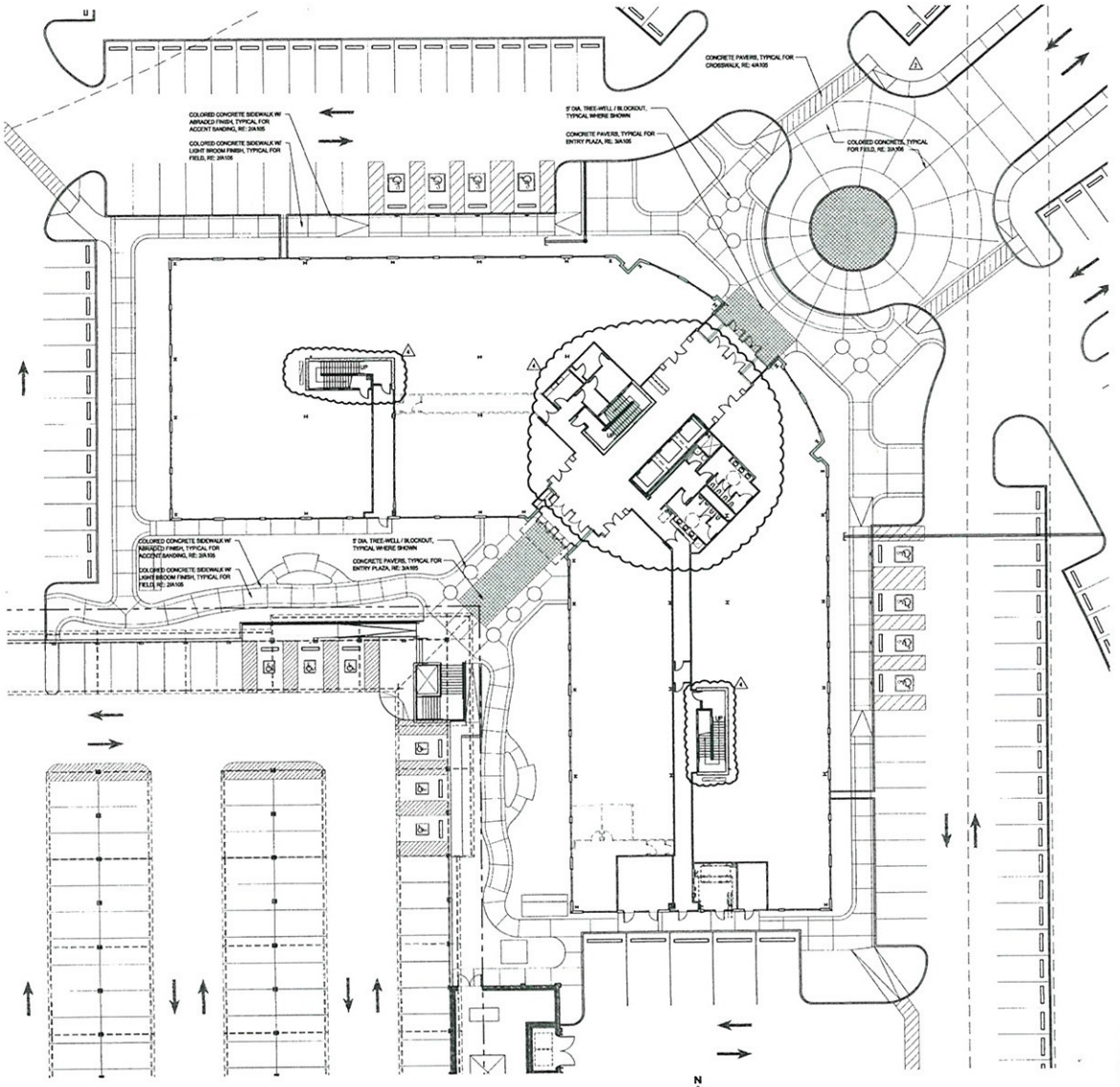
PROJECT:
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO. A-104
SHEET OF

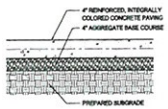
TITLE: PARKING GARAGE SECTIONS

WVR-35710
10/08/09 PC

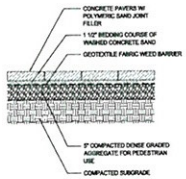
RECEIVED
AUG 31 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



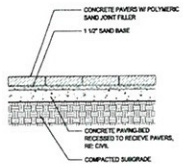
1 PLAZA PLAN
1/16" = 1'-0"



2 SECTION - CONC. PLAZA
3/4" = 1'-0"



3 SECTION - PAVERS
3/4" = 1'-0"



4 SECTION - CROSSWALK
3/4" = 1'-0"

WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LAUTH
866 848 6500 • www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: BOS
CONTACT: K KELLY
TELEPHONE: 720 274 0444
FAX: 720 274 0445
EMAIL: kkelly@lauth.net
PROJECT NUMBER: 7044
FILE NUMBER:

SEM of NEVADA LLC
4777 Colorado Blvd
Suite 200
Denver CO 80216
303 320 8768
303 320 8798 fax
www.SEMarchitects.com

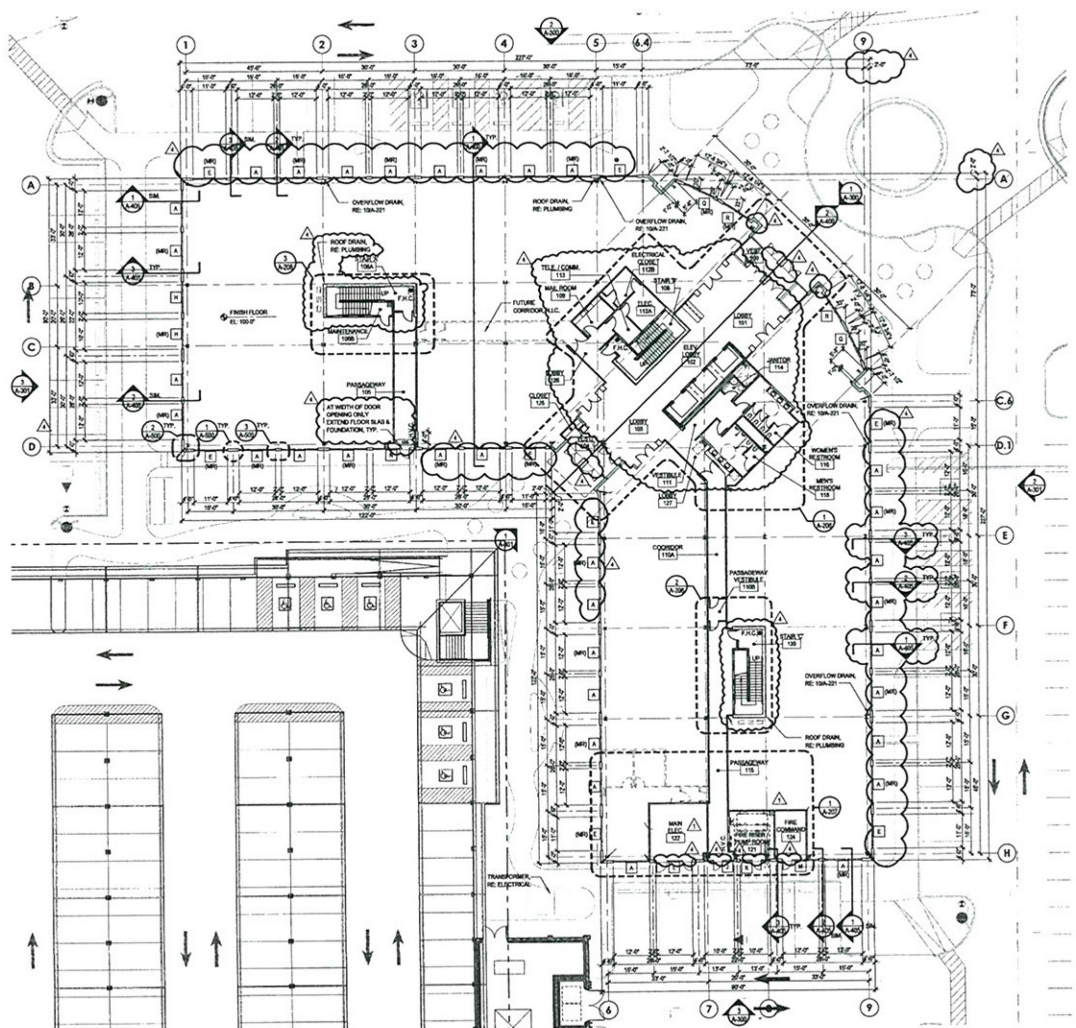
DONALD TODD DEERY REGISTERED No. 6010 ARCHITECT STATE OF NEVADA
CERTIFIED BY
DATE SIGNED: MAY 27 2009

TITLE: PLAZA PLAN
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY-MM-DD): 2007-05-07
DRAWN BY:
CHECKED BY:
CONSULTANT CONTACT: Todd Deery
CONSULTANT COMPANY: SEM
PH: 303 320 8768

DESCRIPTION
1 2008-08-15 CITY SUBMITTAL
2 2008-10-15 CITY SUBMITTAL
3 2008-12-15 CITY SUBMITTAL
4 2009-02-16 CITY SUBMITTAL
5 2009-04-15 CITY SUBMITTAL
6 2009-06-15 CITY SUBMITTAL
7 2009-08-21 CITY SUBMITTAL

DRAWING NO. A-105
SHEET OF
TITLE: PLAZA PLAN



1 FLOOR PLAN (FIRST LEVEL)
1/16" = 1'-0"

N

SYMBOL LEGEND:

- F.E. FIRE EXTINGUISHER
- F.H.C. FIRE HOSE CABINET
- EXIT SIGN
- TWO HOUR FIRE ASSEMBLY

SCOPE OF WORK:
SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW "E" GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE "X" GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE "X" GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE "X" GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE "X" GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-469.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE "X" GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2A-210, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y720; STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y720; STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791; COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741; SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ABBREVIATIONS LEGEND:

(MR) MIRROR

GENERAL NOTES:

1. FINISH FLOOR ELEVATION OF 100'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2606.07 AS A DATUM POINT. RE: CIVIL
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED.
5. PROVIDE 2-HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURES AND EXTENSIONS. 2-HOUR ENCLOSURE SHOWN
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANGLE WALLS SHOWN ARE 45° UNLESS NOTED OTHERWISE.
8. REFER TO A-700 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-303 FOR WALL PANEL ELEVATIONS.

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: 908
CONTACT: R. KELLY
PROJECT NUMBER: 784
STATE NUMBER:

SEM of NEVADA LLC
677 S Colorado Blvd
Suite 200
Denver CO 80246
303 220 8900
303 220 0708 Fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED ARCHITECT
No. 6080
STATE OF NEVADA
DATE SIGNED 2008
CERTIFIED BY

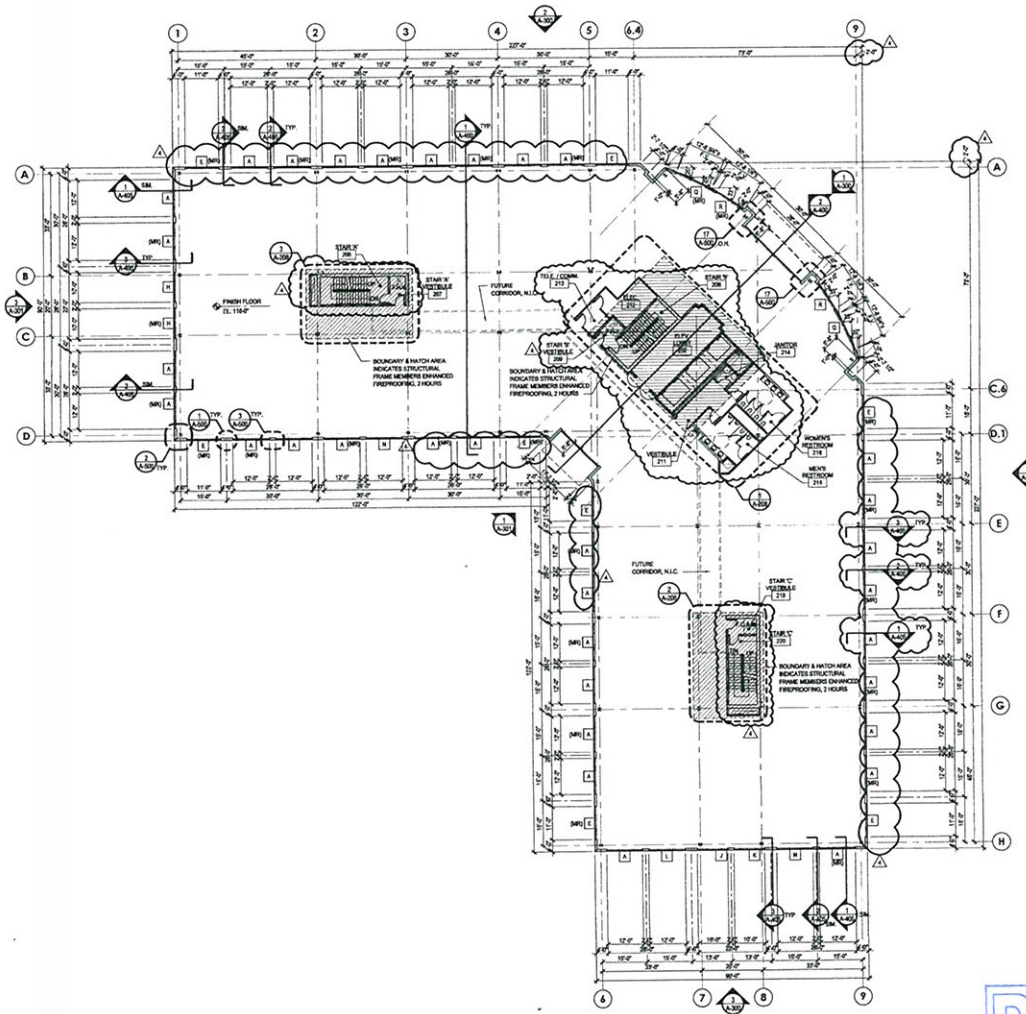
TITLE: FLOOR PLAN (FIRST LEVEL)

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO. A-200
TITLE: FLOOR PLAN (FIRST LEVEL)

RECEIVED
AUG 2 1 200

WVR-35710
10/08/09 PC



1 FLOOR PLAN (SECOND LEVEL)
1/16" = 1'-0"

SYMBOL LEGEND:
(BF.F.C.A. FLOOR CONTROL ASSEMBLY
(HF.H.V. FIRE HOSE VALVE

SCOPE OF WORK:
SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 3" ASPHALT ON GRADE AND 6" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - SOREES ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE, 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 9" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING. ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 9" ABOVE CEILING. ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 9" ABOVE CEILING. ONE SIDE OF 9" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-19 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-496.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2/A-215, ER-2244, COMPLIANCE TO ASTM C636, ASTM C635, AND AISC 7.

SUSPENDED GYPSUM BOARD SYSTEM: 5/8" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 2 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" MC METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ABBREVIATIONS LEGEND:

(MR) MIRROR

GENERAL NOTES:

1. FINISH FLOOR ELEVATION OF 100'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2605.92' AS A DATUM POINT. RE: CIVIL.
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED
5. PROVIDE 2-HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURES AND EXTENSIONS. 2-HOUR ENCLOSURE SHOWN
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANGLE WALLS SHOWN ARE 45° UNLESS NOTED OTHERWISE.
8. REFER TO A-700 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-303 FOR WALL PANEL ELEVATIONS.

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: BOS
CONTACT: K. KELLY
TELEPHONE: 720-274-2341
FAX:
E-MAIL: kkelly@lauth.net
PROJECT NUMBER: 7564

SEM
ARCHITECTS
NEVADA, LLC
4211 E Colorado Blvd
Suite 200
Denver, CO 80246
303 320 0058
303 320 0058 fax
www.SEMarchitects.com

REGISTERED ARCHITECT
DONALD TODD DEARMOND
No. 6080
DATE SIGNED
STATE OF NEVADA

CERTIFIED BY:

DATE (MM/DD/YY) 08/21/09

NO	DESCRIPTION
1	PLANNING SUBMITTAL
2	
3	
4	
5	

DRAWING NO. A-201 SHEET OF

TITLE: FLOOR PLAN (SECOND LEVEL)

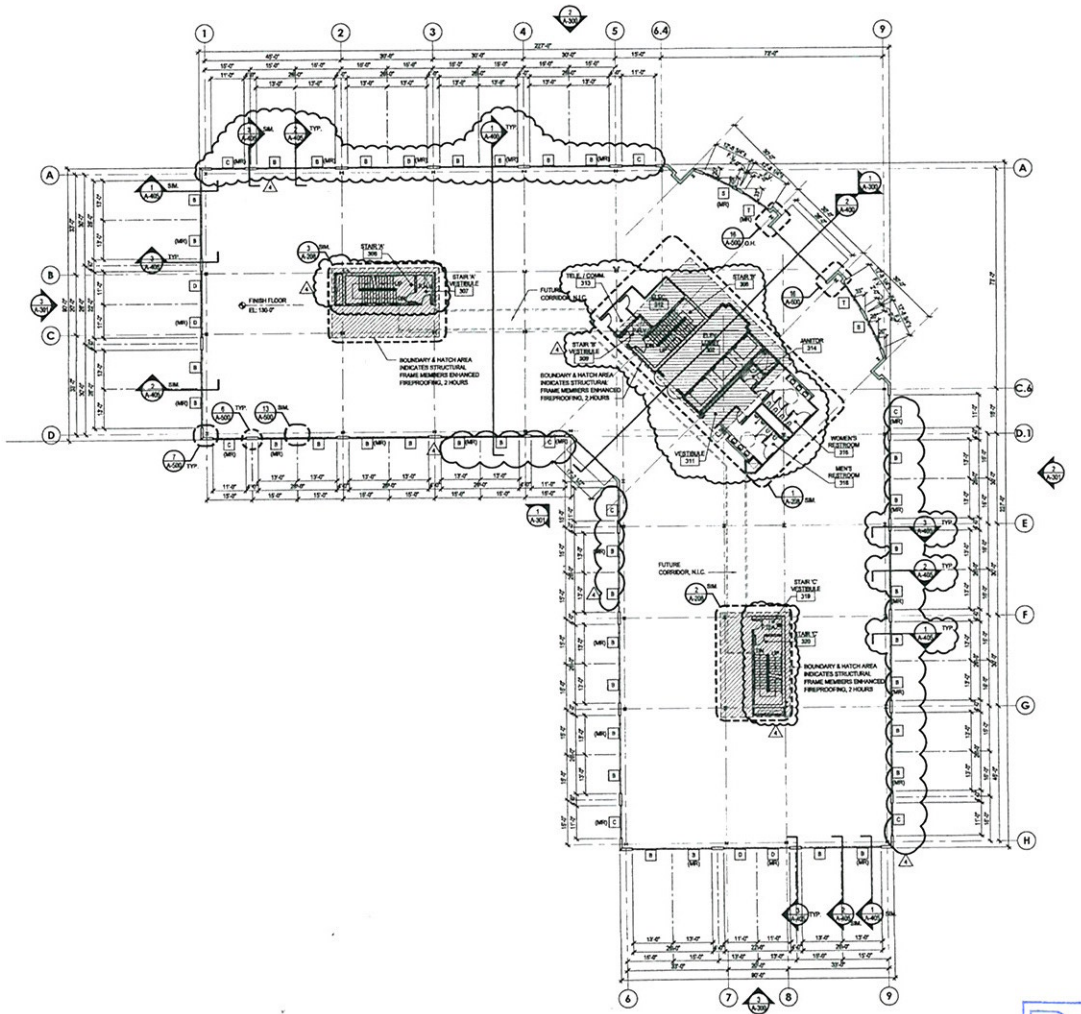
DATE (YY-MM-DD) 2009-08-21

QUALITY CONTACT: Todd Dearmond

JOB NUMBER: 0514.02

TITLE: FLOOR PLAN (SECOND LEVEL)

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada



1 FLOOR PLAN (THIRD LEVEL)
1/16" = 1'-0"

SYMBOL LEGEND:
- F.C.A. FLOOR CONTROL ASSEMBLY
- F.H.V. FIRE HOSE VALVE

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 6" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 3-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-19 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF EXTERIOR WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-499.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2A-210, DS-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND AISC 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED, DS-1336

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED, DS 1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ABBREVIATIONS LEGEND:

(MR) MIRROR

GENERAL NOTES:

1. FINISH FLOOR ELEVATION OF 100'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2935.07' AS A DATUM POINT, RE: CIVIL.
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED.
5. PROVIDE 2-HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURES AND EXTENSIONS. 2-HOUR ENCLOSURE SHOWN ⊕ / ⊖ / ⊗
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANGLE WALLS SHOWN ARE 45° UNLESS NOTED OTHERWISE.
8. REFER TO A-700 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-303 FOR WALL PANEL ELEVATIONS.

SCOPE OF WORK:
SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: BOB
CONTACT: K. KELLY
TELEPHONE: 720-374-5341
FAX:
E-MAIL: kelly@lauth.net
STATE LICENSE: 7964

SEM
DJ. NEVADA LLC
4777 S Colorado Blvd
S Ste 200
Denver CO 80246
303 220 0500
303 220 0550 fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED
No. 6060
PROFESSIONAL
ARCHITECT
STATE OF NEVADA

DATE SIGNED: AUG 27 2009

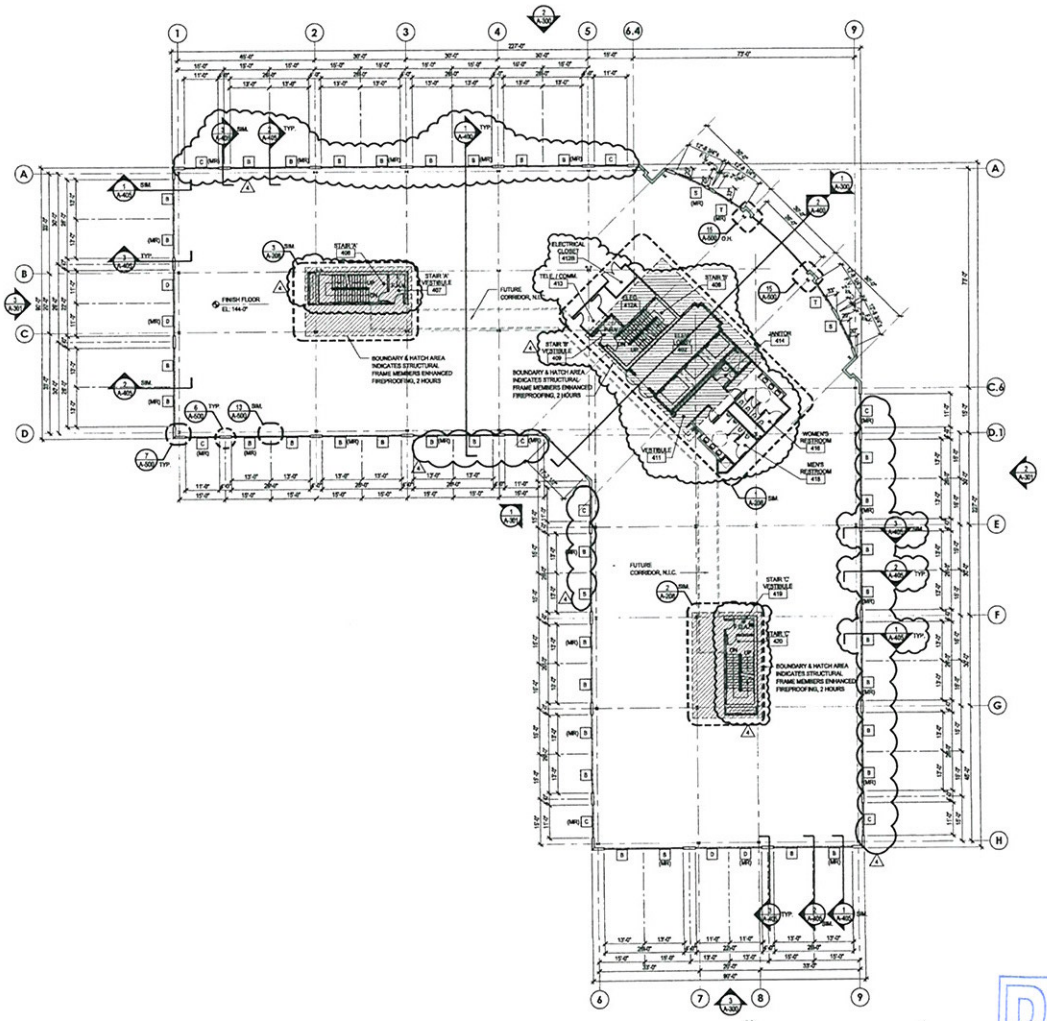
NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-27	PLANNING RESUBMITTAL

DRAWING NO. A-202 SHEET 9

TITLE: FLOOR PLAN (THIRD LEVEL)

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

ISSUED FOR: PLANNING SUBMITTAL 2009-08-27
CONSULTANT CONTACT
ISSUED FOR: PLANNING SUBMITTAL
DATE: 2009-08-27



1 FLOOR PLAN (FOURTH LEVEL)
1/16" = 1'-0"

N

SYMBOL LEGEND:
(BF) F.C.A. FLOOR CONTROL ASSEMBLY
F.H.V. FIRE HOSE VALVE

SCOPE OF WORK:
SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 7" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 8" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, REF. STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-496.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING. ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD - 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-419.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. INSULATE GRID FROM PARTITIONS. RE: 2A-210, EA-2344, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. EA-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. EA-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ABBREVIATIONS LEGEND:

(MR) MIRROR

GENERAL NOTES:

1. FINISH FLOOR ELEVATION OF 100'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2500.00' AS A DATUM POINT. RE: CIVIL
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED.
5. PROVIDE 2-HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURES AND EXTENSIONS. 2-HOUR ENCLOSURE SHOWN ▮ - ▮ - ▮.
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANGLE WALLS SHOWN ARE 45° UNLESS NOTED OTHERWISE.
8. REFER TO A-700 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-303 FOR WALL PANEL ELEVATIONS.

LAUTH
866 846 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K. KELLY
TELEPHONE: 734-213-5201
FAX:
E-MAIL: kkelly@lauth.net
REGISTRATION #: 7946
STATE NUMBER:

SEM
of NEVADA LLC
671 S Colorado Blvd
Suite 200
Denver, CO 80246
303.320.9990
303.320.9299 Fax
www.SEMarchitects.com

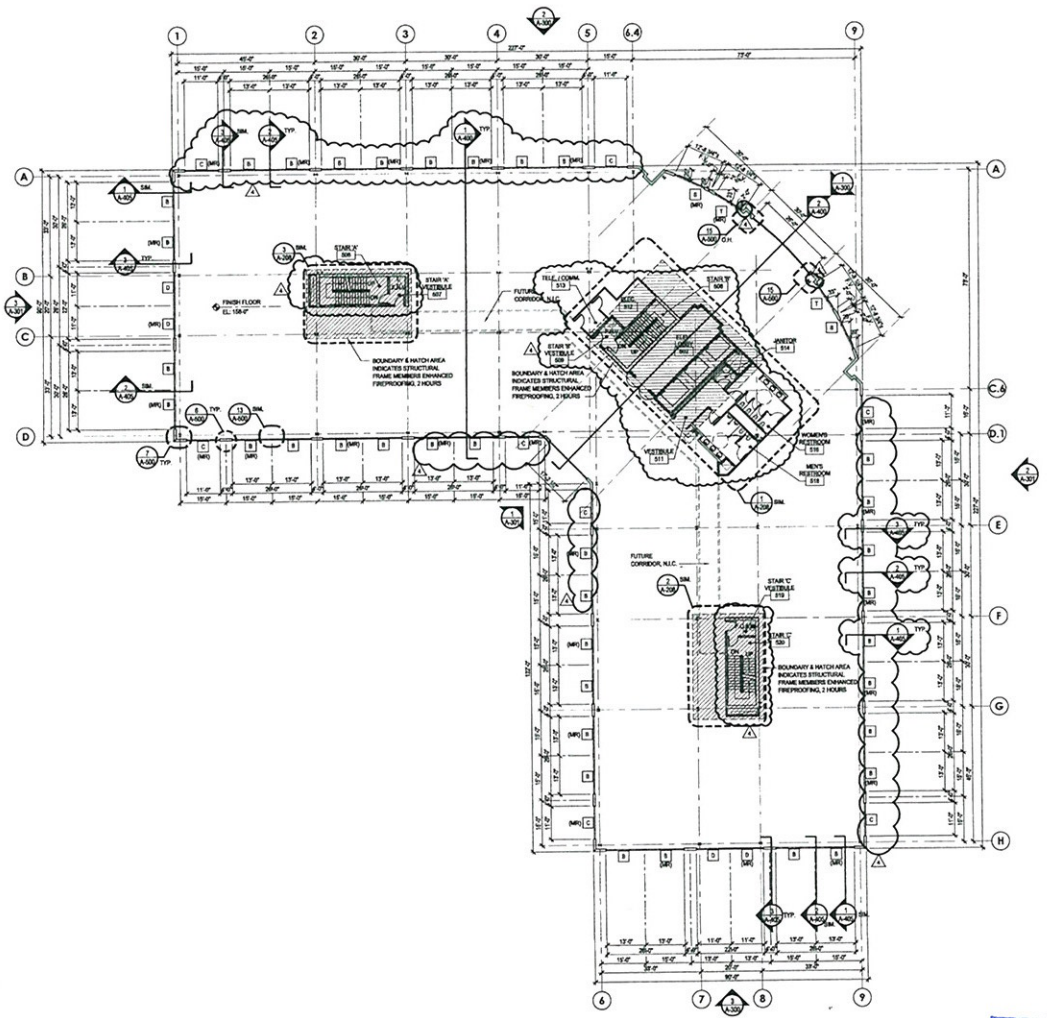
CERTIFIED BY: DAVID TODD DEGNAN, REGISTERED ARCHITECT, STATE OF NEVADA, No. 6000
DATE SIGNED: MAY 7, 2009

TITLE: FLOOR PLAN (FOURTH LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

NO.	DATE (MM/DD/YY)	DESCRIPTION
1	08/21/09	PLANNING SUBMITTAL
2	09/25/09	PLANNING RESUBMITTAL
3	10/08/09	PLANNING RESUBMITTAL
4	11/06/09	PLANNING RESUBMITTAL
5	12/04/09	PLANNING RESUBMITTAL
6	01/08/10	PLANNING RESUBMITTAL
7	02/05/10	PLANNING RESUBMITTAL
8	03/05/10	PLANNING RESUBMITTAL
9	04/07/10	PLANNING RESUBMITTAL
10	05/07/10	PLANNING RESUBMITTAL

ORIGINAL ISSUE DATE (MM/DD/YY): 08/21/09
DOCUMENT CONTACT:
CONSULTANT JOB NUMBER: 0516.00

DRAWING NO. A-203 SHEET OF
TITLE: FLOOR PLAN (FOURTH LEVEL)



1 FLOOR PLAN (FIFTH LEVEL)
1/16" = 1'-0"

SYMBOL LEGEND:
(M) F.C.A. FLOOR CONTROL ASSEMBLY
F.H.V. FIRE HOSE VALVE

SCOPE OF WORK:
SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 3" ASPHALT ON GRADE AND 6" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-20 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-469.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2A-216, EN-2344, COMPLIANCE TO ASTM C635, ASTM C636, AND AISC 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. EN-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. EN-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. 5729, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. 5728, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING @ 10" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ABBREVIATIONS LEGEND:

(MR) MIRROR

GENERAL NOTES:

1. FINISH FLOOR ELEVATION OF 109'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2926.09' AS A DATUM POINT. RE: CIVIL
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED.
5. PROVIDE 2-HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURES AND EXTENSIONS. 2-HOUR ENCLOSURE SHOWN ⊕ I ⊕ / ⊕
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANGLE WALLS SHOWN ARE 45° UNLESS NOTED OTHERWISE.
8. REFER TO A-750 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-203 FOR WALL PANEL ELEVATIONS.

LAUTH
866 846 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K. KELLY
TELEPHONE: 734-214-5644
FAX: 734-214-5641
E-MAIL: kelly@lauth.net
PROJECT MANAGER: TIM
STAFF ARCHITECT:

SEM
61 NEVADA LLC
4777 S Colorado Blvd
Suite 200
Denver CO 80246
303 333 9700
303 333 9709 fax
www.SEMarchitects.com

CERTIFIED BY: DAVID TODD DECKER, REGISTERED ARCHITECT, No. 8000, STATE OF NEVADA
DATE SIGNED: 7-27-2009

TITLE: FLOOR PLAN (FIFTH LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

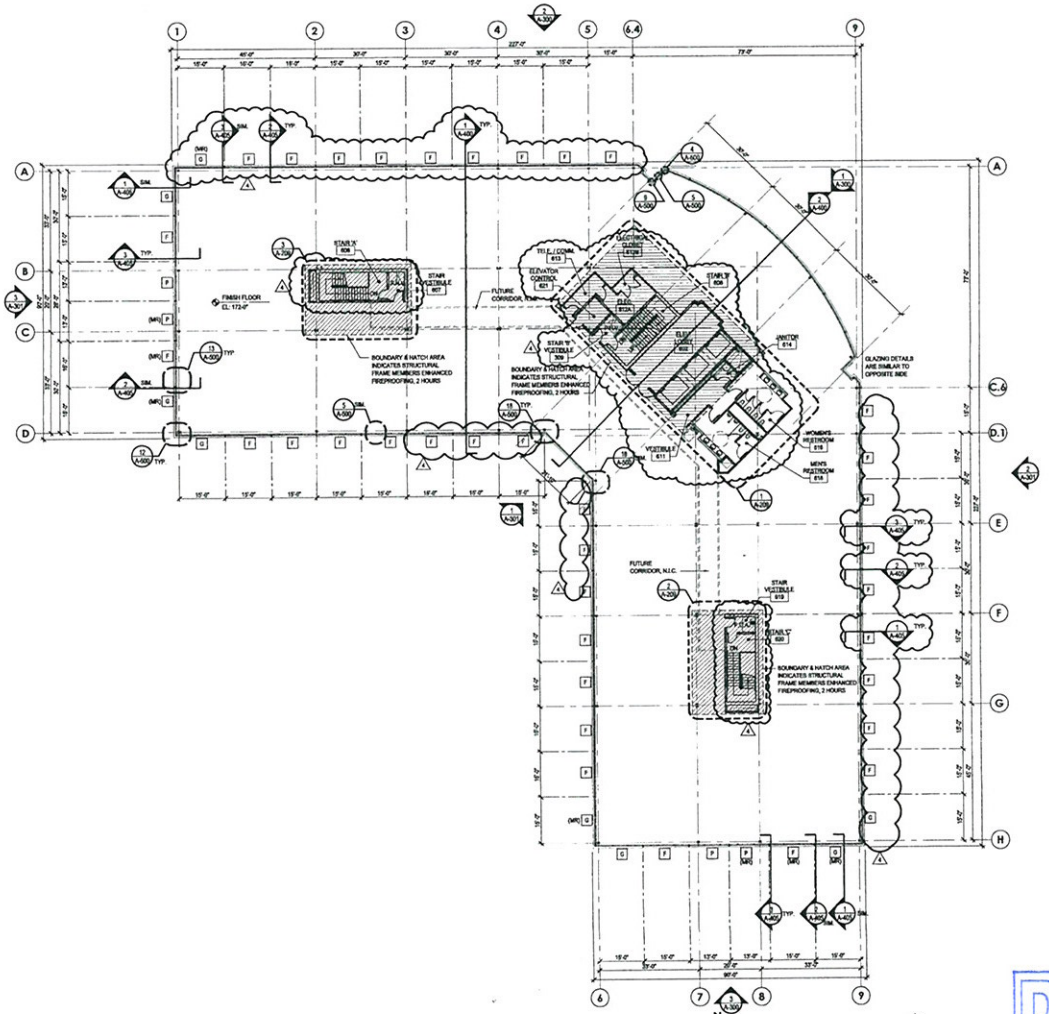
NO.	DESCRIPTION	DATE
1	PLANNING SET	07/27/09
2	PLANNING SET	08/19/09
3	PLANNING SET	09/04/09
4	PLANNING SET	09/18/09
5	PLANNING SET	09/25/09
6	PLANNING SET	10/02/09

PAD PERMIT NO. 07-5[illegible]
CONSULTANT CONTACT
JOB NUMBER: 0514.00

DRAWING NO. A-204 SHEET OF
TITLE: FLOOR PLAN (FIFTH LEVEL)

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



1 FLOOR PLAN (SIXTH LEVEL)
1/16" = 1'-0"

SYMBOL LEGEND:
(E) F.C.A. FLOOR CONTROL ASSEMBLY
(F.H.V. FIRE HOSE VALVE

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-20 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE, 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ON ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL #U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF EXTING WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD, GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-495.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2/A-210, FR-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ANSI Z.

SUSPENDED GYPSUM BOARD SYSTEM: 5/8" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y720, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y720, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 2 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P749. SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ABBREVIATIONS LEGEND:

(MR) MIRROR

GENERAL NOTES:

1. FINISH FLOOR ELEVATION OF 100'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2505.50' AS A DATUM POINT. RE: CIVIL
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED
5. PROVIDE 2-HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURES AND EXTERIORS. 2-HOUR ENCLOSURE SHOWN ⊢ ⊣ ⊢ ⊣
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANKLE WALLS SHOWN ARE 42" UNLESS NOTED OTHERWISE.
8. REFER TO A-700 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-303 FOR WALL PANEL ELEVATIONS.

SCOPE OF WORK:
SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K. KELLY
TELEPHONE: 734-274-9241
FAX:
EMAIL: kkelly@lauth.net
FED ID / SOCIAL SEC. #:
STATE NUMBER:

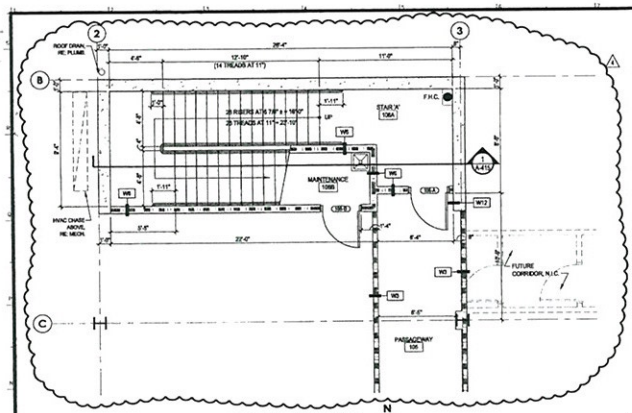
SEM
SEM OF NEVADA LLC
4375 S Cameron Blvd
Suite 200
Las Vegas, NV 89103
T 702 220 8900
F 702 220 8708 Fax
www.SEMofNevada.com

CERTIFIED BY: DAVID TODD DECKER, REGISTERED ARCHITECT, No. 6000, STATE OF NEVADA
DATE SIGNED: MAR 27 2009

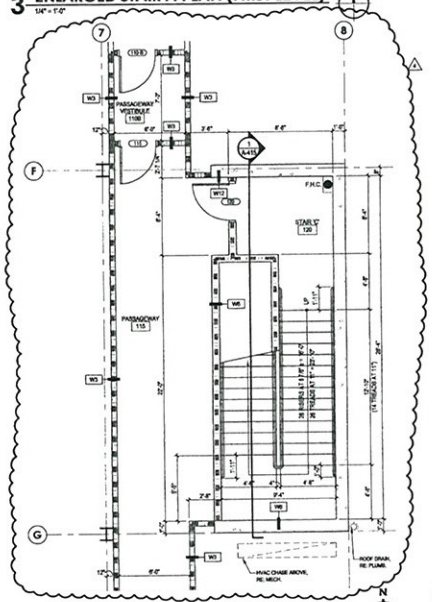
TITLE: FLOOR PLAN (SIXTH LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-21	PLANNING SUBMITTAL

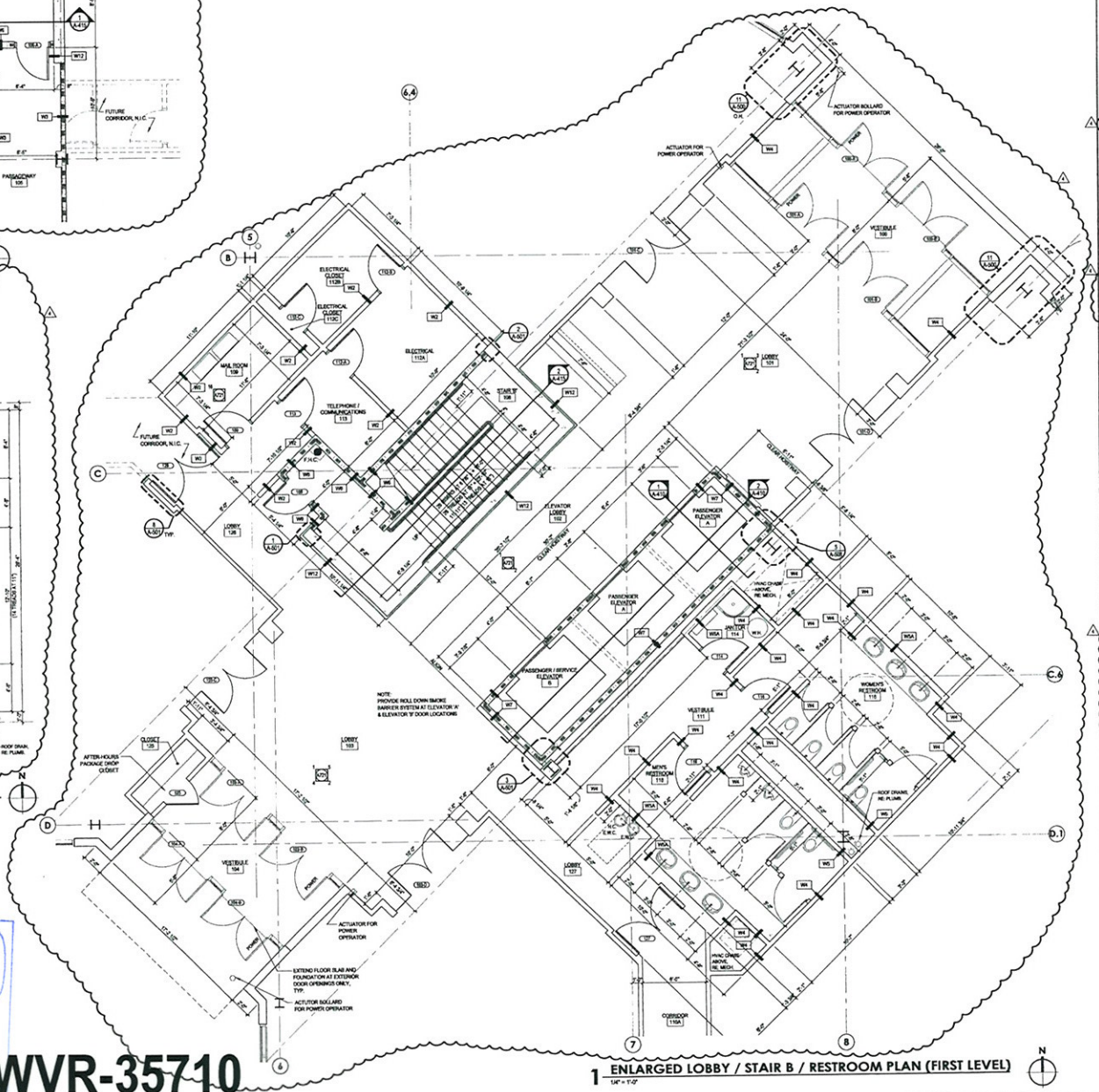
DRAWING NO. A-205
SHEET OF
TITLE: FLOOR PLAN (SIXTH LEVEL)



3 ENLARGED STAIR A PLAN (FIRST LEVEL)
1/4" = 1'-0"



2 ENLARGED STAIR C PLAN (FIRST LEVEL)
1/4" = 1'-0"



1 ENLARGED LOBBY / STAIR B / RESTROOM PLAN (FIRST LEVEL)
1/4" = 1'-0"

FLOOR SYSTEMS
ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS
MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS
EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19)

WINDOW SYSTEMS
ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM

INTERIOR WALL SYSTEMS
W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE. ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - CORE 55 ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE, 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2 HOUR RATED ASSEMBLY, UL #U-465

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2 HOUR RATED ASSEMBLY, UL #U-465

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2 HOUR RATED ASSEMBLY, UL #U-415

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (5 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF EXTERIOR WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL #U-488

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL #U-485

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. OFF SET. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS
SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 09-210, 09-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ARCE 7.

SUSPENDED GYPSUM SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. 09-1236

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. 09-1336

FIRE-RESISTANCE RATINGS
STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2 HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 2" 20 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE, ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

SCOPE OF WORK:
SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED AT A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

GENERAL NOTES:
1. FINISH FLOOR ELEVATION OF 100'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2595.00' AS A DATUM POINT. RE: CIVIL
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED
5. PROVIDE 2-HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURES AND EXTENSIONS. 2-HOUR ENCLOSURE SHOWN ⊕ | ⊕ | ⊕
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANGLE WALLS SHOWN ARE 45° UNLESS NOTED OTHERWISE.
8. REFER TO A-700 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-305 FOR WALL PANEL ELEVATIONS.

SYMBOL LEGEND:
F.H.C. FIRE HOSE CABINET

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
PROJECT ASSIST.
TELEPHONE 720.279.5844
FAX 720.279.5841
E-MAIL dlauth@lauth.net
PROJECT ADDRESS 7th
EXTE NUMBER

SEM of NEVADA LLC
477 S Colorado Blvd
Suite 200
Denver, CO 80246
303 220 8920
303 220 8708 fax
www.SEMarchitects.com

REGISTERED ARCHITECT
DAVID TODD DECK
No. 10150
STATE OF NEVADA
DATE SIGNED
JUN 27 2008

TITLE: ENLARGED FLOOR PLANS (FIRST LEVEL)

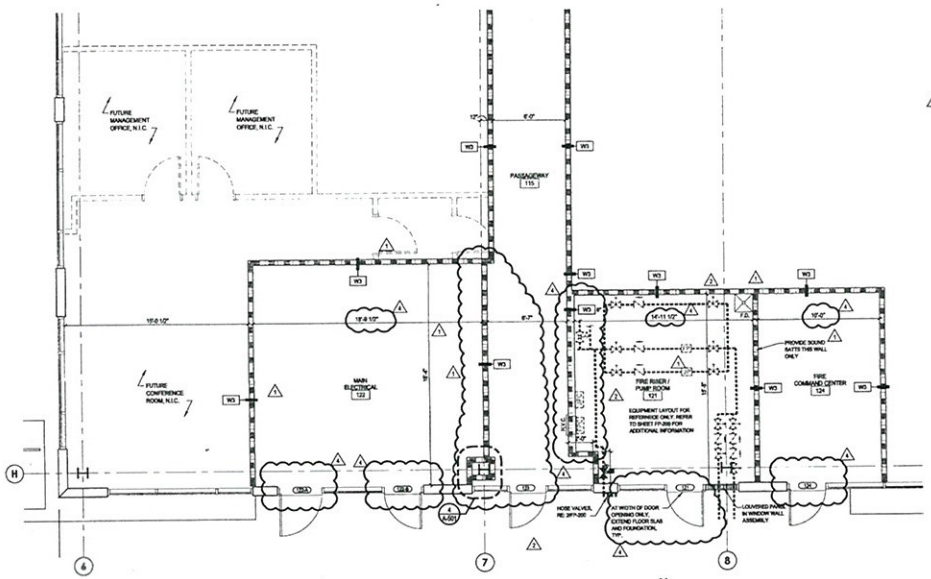
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

NO	DATE (MM/DD/YY)	DESCRIPTION
1	12-15-08	PLANCHECK
2	03-25-09	PLANCHECK
3	06-26-09	PLANCHECK
4	08-21-09	PLANCHECK

CONSULTANT CONTACT
CONSULTANT JOB NUMBER
DRAWING NO. A-206
SHEET OF
TITLE: ENLARGED FLOOR PLANS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



1 ENLARGED VESTIBULE / UTILITY PLAN (FIRST LEVEL)
1/4" = 1'-0"

N

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 7" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - DORERS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-419.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-19 (6") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER, 1-HOUR RATED ASSEMBLY, UL # U-465.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 09-210, EN-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASTM

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED, EN-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. EN-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING @ 10" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

SCOPE OF WORK:

SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARD. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

GENERAL NOTES:

1. FINISH FLOOR ELEVATION OF 100'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2695.00' AS A DATUM POINT. RE: CIVIL
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED.
5. PROVIDE 2-HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURE AND EXTENSIONS. 2-HOUR ENCLOSURE SHOWN
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANGLE WALLS SHOWN ARE 45° UNLESS NOTED OTHERWISE.
8. REFER TO A-700 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-303 FOR WALL PANEL ELEVATIONS.

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: R. KELLY
TELEPHONE: 224-215-6344
FAX:
E-MAIL: rkelly@lauth.net
PROJECT ADDRESS: 1700 WEST 75TH
STATE NUMBER:

SEM
SEM OF NEVADA LLC
427 S Colorado Blvd
Suite 200
Denver CO 80246
303 220 0700
303 220 0708 fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED ARCHITECT
No. 6080
STATE OF NEVADA
DATE SIGNED
MAY 27 2009

TITLE: ENLARGED FLOOR PLANS (FIRST LEVEL)

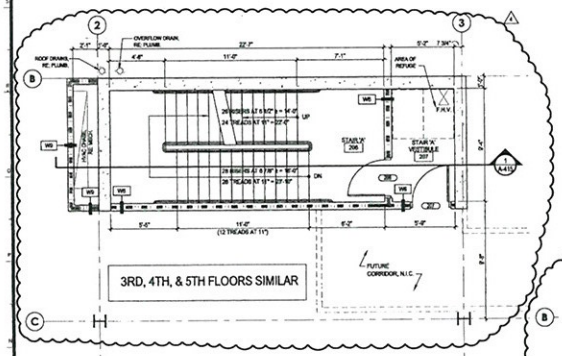
PROJECT
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-05-27	CONSTRUCTION DOCUMENTS

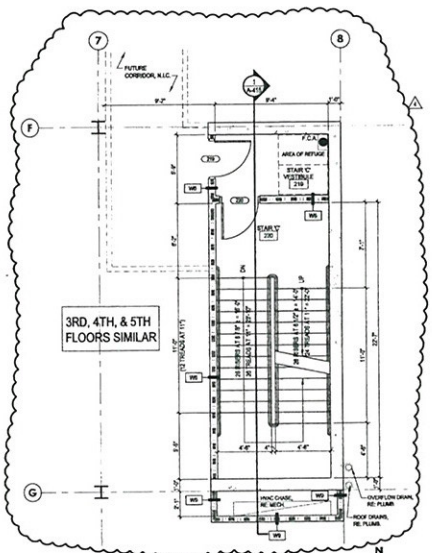
DRAWING NO. A-207
SHEET OF
TITLE: ENLARGED FLOOR PLANS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

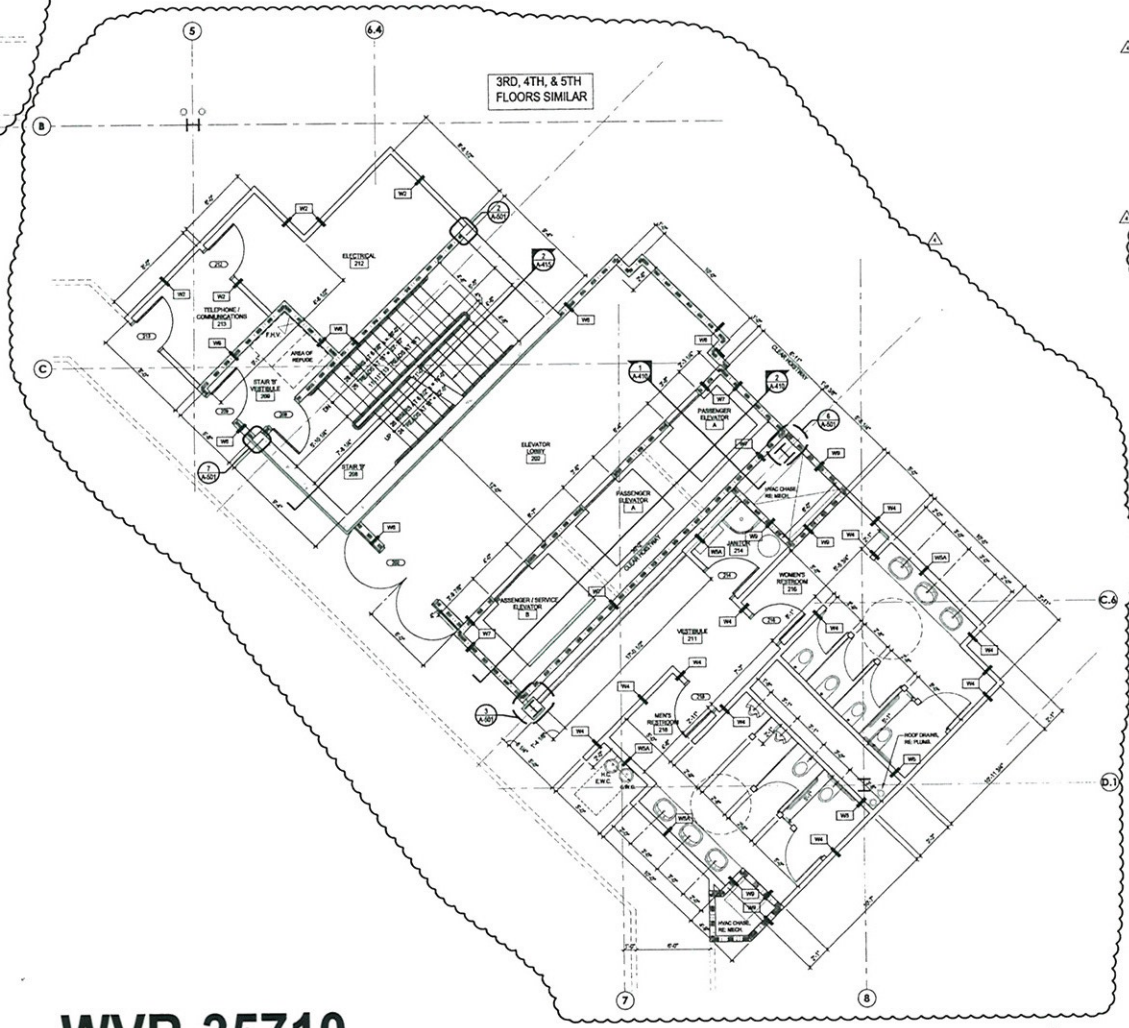
WVR-35710
10/08/09 PC



3 ENLARGED STAIR A PLAN (SECOND LEVEL)
1/4" = 1'-0"



2 ENLARGED STAIR C PLAN (SECOND LEVEL)
1/4" = 1'-0"



1 ENLARGED LOBBY / STAIR B / RESTROOM PLAN (SECOND LEVEL)
1/4" = 1'-0"

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 3" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 3" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE; STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE. 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 9" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-419.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-13 3 1/2" FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTERIOR WALL TO LANDSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-499.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE; ER-216, ER-2044, COMPLIANCE TO ASTM C636, ASTM C635, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1238

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1238

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y725, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y725, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" P. D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

SCOPE OF WORK:

SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

GENERAL NOTES:

1. FINISH FLOOR ELEVATION OF 100'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2935.00' AS A DATUM POINT. RE; CIVIL
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED.
5. PROVIDE 2-HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURES AND EXTENSIONS. 2-HOUR ENCLOSURE SHOWN @ W1, W6 & W8
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANGLE WALLS SHOWN ARE 45° UNLESS NOTED OTHERWISE.
8. REFER TO A-700 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-303 FOR WALL PANEL ELEVATIONS.

SYMBOL LEGEND:

F.C.A. FLOOR CONTROL ASSEMBLY
F.H.V. FIRE HOSE VALVE

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K.KELLY
PHONE: 949.255.0344
FAX: 714.374.5301
E-MAIL: kkelly@lauth.net
PROJECT MANAGER: TIM STATE NUMBER:

SEM OF NEVADA LLC
6725 S Colorado Blvd
Suite 200
Denver, CO 80246
303 220 9900
303 220 9090 Fax
www.SEMarchitects.com

DONALD TODD DECKERT
REGISTERED
No. 9060
ARCHITECT
STATE OF NEVADA
DATE SIGNED: OCT 27 2009

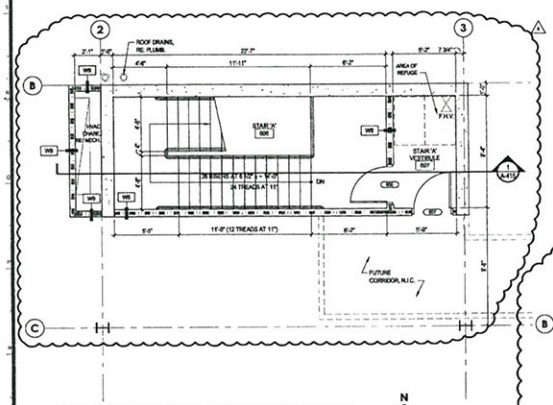
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

TITLE: ENLARGED FLOOR PLANS (SECOND LEVEL)

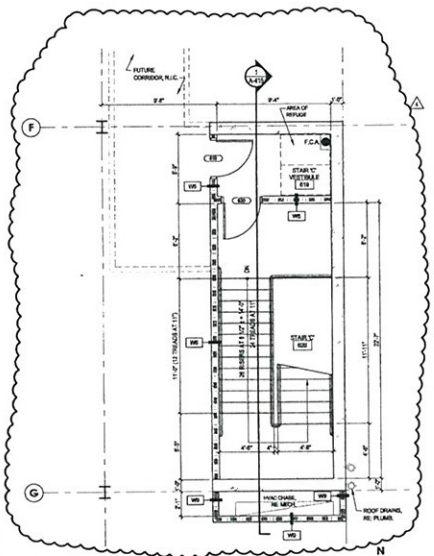
NO.	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-05	CITY REVIEW SET
2	2009-09-25	CITY RESUBMITTAL SET
3	2009-10-08	PLANNING SET
4	2009-10-27	CITY RESUBMITTAL SET
5	2009-11-24	CITY RESUBMITTAL SET
6	2009-12-15	CITY RESUBMITTAL SET
7	2010-01-26	CITY RESUBMITTAL SET
8	2010-02-16	CITY RESUBMITTAL SET

CONSULTANT CONTACT:
CONSULTANT PHONE:
DOCUMENT ISSUE DATE: 2009-12-15
DOCUMENT ISSUE NUMBER: 2144.01

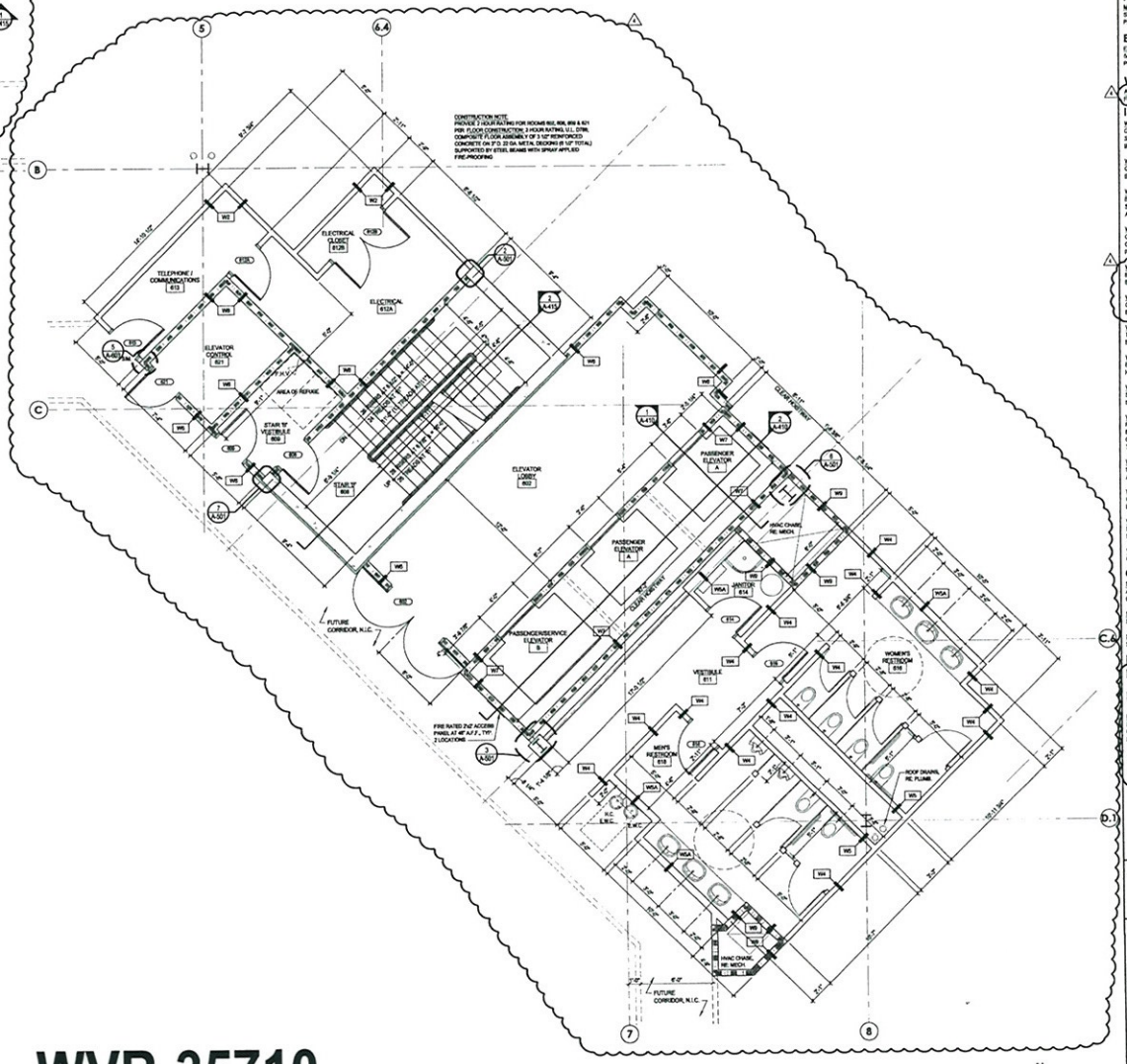
DRAWING NO. A-208
SHEET OF
TITLE: ENLARGED FLOOR PLANS



3 ENLARGED STAIR A PLAN (SIXTH LEVEL)
1/4" = 1'-0"



2 ENLARGED STAIR C PLAN (SIXTH LEVEL)
1/4" = 1'-0"



1 ENLARGED LOBBY / STAIR B / RESTROOM PLAN (SIXTH LEVEL)
1/4" = 1'-0"

FLOOR SYSTEMS
ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS
MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 POLYISO INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS
EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19)

WINDOW SYSTEMS
ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM

INTERIOR WALL SYSTEMS
W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X', GYPSUM BD. EA. SIDE OF 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2 HOUR RATED ASSEMBLY, UL #U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ON ONE SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 9" ABOVE CEILING, ONE SIDE OF 8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2 HOUR RATED ASSEMBLY, UL #U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 3 HOUR RATED ASSEMBLY, UL #U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF EXTERIO WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD, GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C., W/ 1" GYPSUM BD. LINER. 1 HOUR RATED ASSEMBLY, UL #U-495.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1 HOUR RATED ASSEMBLY, UL #U-495.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS OVER 9" TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS
SUSPENDED GRID AND SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2/A-210, ER-2244, COMPLIANCE TO ASTM C636, ASTM C834, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS
STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N091, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" NW GRADE CONCRETE ON 2" D 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

SCOPE OF WORK:
SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

GENERAL NOTES:
1. FINISH FLOOR ELEVATION OF 100'-0" CORRESPONDING TO U.S.G.S. ELEVATION OF 2896.00' AS A DATUM POINT. RE: CIVIL
2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE-OF-WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR WALLS ARE TYPE W1, UNLESS NOTED OTHERWISE.
4. NOT USED.
5. PROVIDE 2 HOUR FIRE RATED ENCLOSURE AT EXIT PASSAGEWAYS, STAIR & ELEVATOR ENCLOSURES AND EXTENSIONS 2 HOUR ENCLOSURE SHOWN
6. PROVIDE ADA COMPLIANT FIRE EXTINGUISHERS AS REQUIRED BY GOVERNING JURISDICTION. VERIFY ALL LOCATIONS WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION.
7. ALL ANGLE WALLS SHOWN ARE 45° UNLESS NOTED OTHERWISE.
8. REFER TO A-700 SERIES FOR INTERIOR FINISHES.
9. REFER TO SHEET A-309 FOR WALL PANEL ELEVATIONS.

SYMBOL LEGEND:
F.C.A. FLOOR CONTROL ASSEMBLY
F.H.V. FIRE HOSE VALVE

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
TELEPHONE
FAX
E-MAIL
PROJECT MGR.
ESTATE NUMBER

SEM
SEM NEVADA LLC
4775 Caliente Blvd
Suite 200
Las Vegas, NV 89146
303 220 8900
303 220 0708 Fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED
No. 6080
STATE OF NEVADA
CERTIFICATE
DATE SIGNED: 27 2009

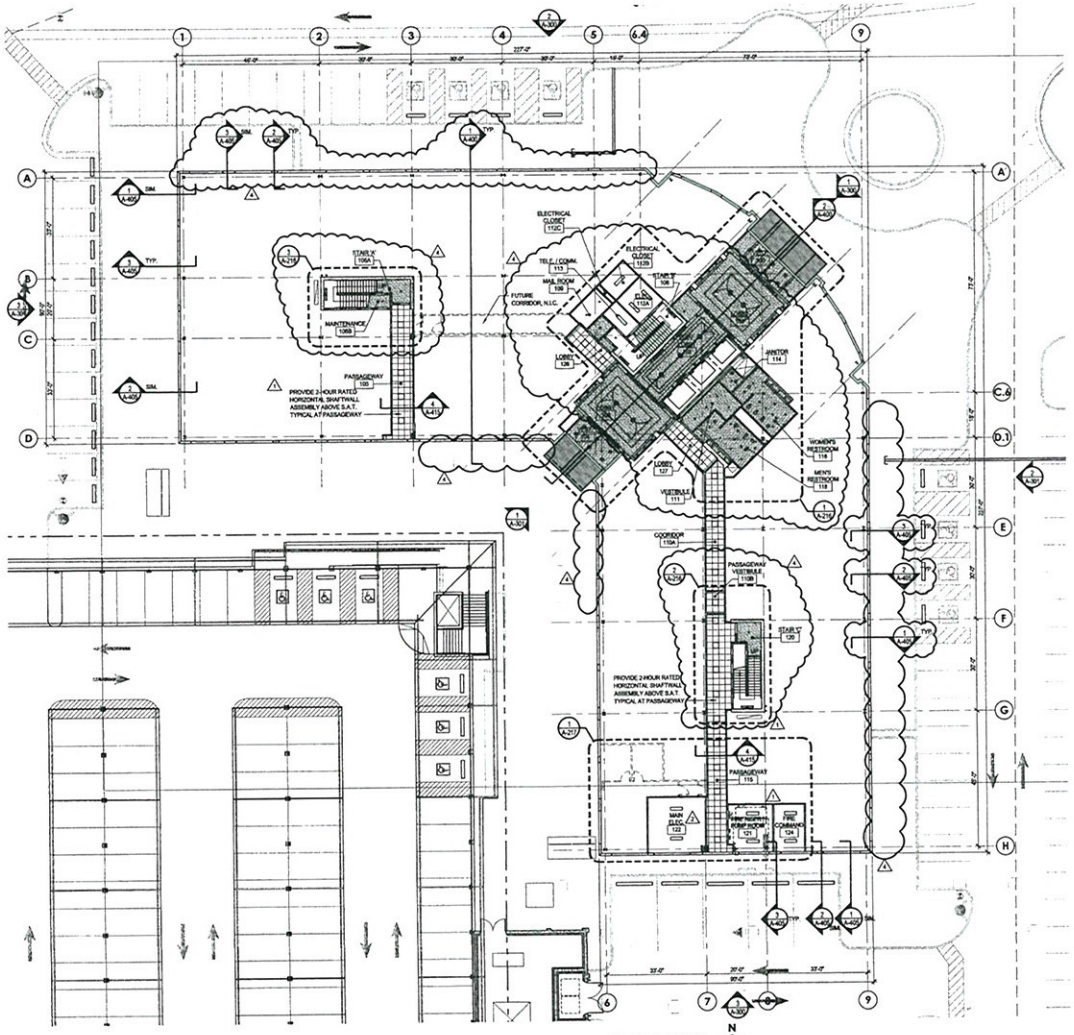
TITLE: ENLARGED FLOOR PLANS (SIXTH LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

REV	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-21	PLANNING SET

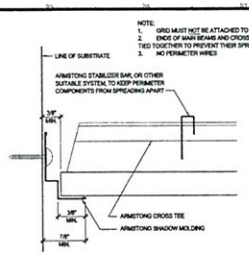
CONSULTANT CONTACT
CONSULTANT JOB NUMBER

DRAWING NO. A-209
SHEET OF

TITLE: ENLARGED FLOOR PLANS



1 CEILING PLAN (FIRST LEVEL)
1/16" = 1'-0"



2 STABILIZER CEILING DETAIL
FULL SCALE

NOTE:
1. GRID MUST NOT BE ATTACHED TO THE WALL MOLDING
2. ENDS OF MAIN BEAMS AND CROSS TEES MUST BE TIED TOGETHER TO PREVENT THEIR SPREADING
3. NO PERIMETER WIRES

LINE OF SUBSTRATE
ARMSTRONG STABILIZER BAR, OR OTHER SUITABLE SYSTEM, TO KEEP PERIMETER COMPONENTS FROM SPREADING APART
3/4" MIN.
3/8" MIN.
7/8" MIN.
ARMSTRONG CROSS TEE
ARMSTRONG SHADOW MOLDING

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 6" AGGREGATE BASE COURSE, REFER TO CIVIL

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 YIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 9" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 9" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-499

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS, GYP BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2A-210, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V721, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V721, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 2 1/2" REINFORCED CONCRETE OVER 3" D. 20 GA. METAL DECKING 5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

CEILING LEGEND:

- 2' x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (X.D.)
- 1' x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2' x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C.
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MANAGER: R. KELLY
CONTACT:
TELEPHONE: 720-279-5444
FAX: 720-279-5441
PROJECT ADDRESS: 1675 Larimer St
Denver, CO 80202
PROJECT NUMBER: 7964
EXT/CT NUMBER:

SEM
SEM ARCHITECTS
1775 Columbia Blvd
Suite 200
Denver CO 80214
303 220 8900
303 220 8901 fax
www.SEMarchitects.com

JOHN TODD DEVLIN
REGISTERED
No. 9080
STATE OF NEVADA
PROFESSIONAL ENGINEER
DATE SIGNED
2 7 2009

TITLE: CEILING PLAN (FIRST LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

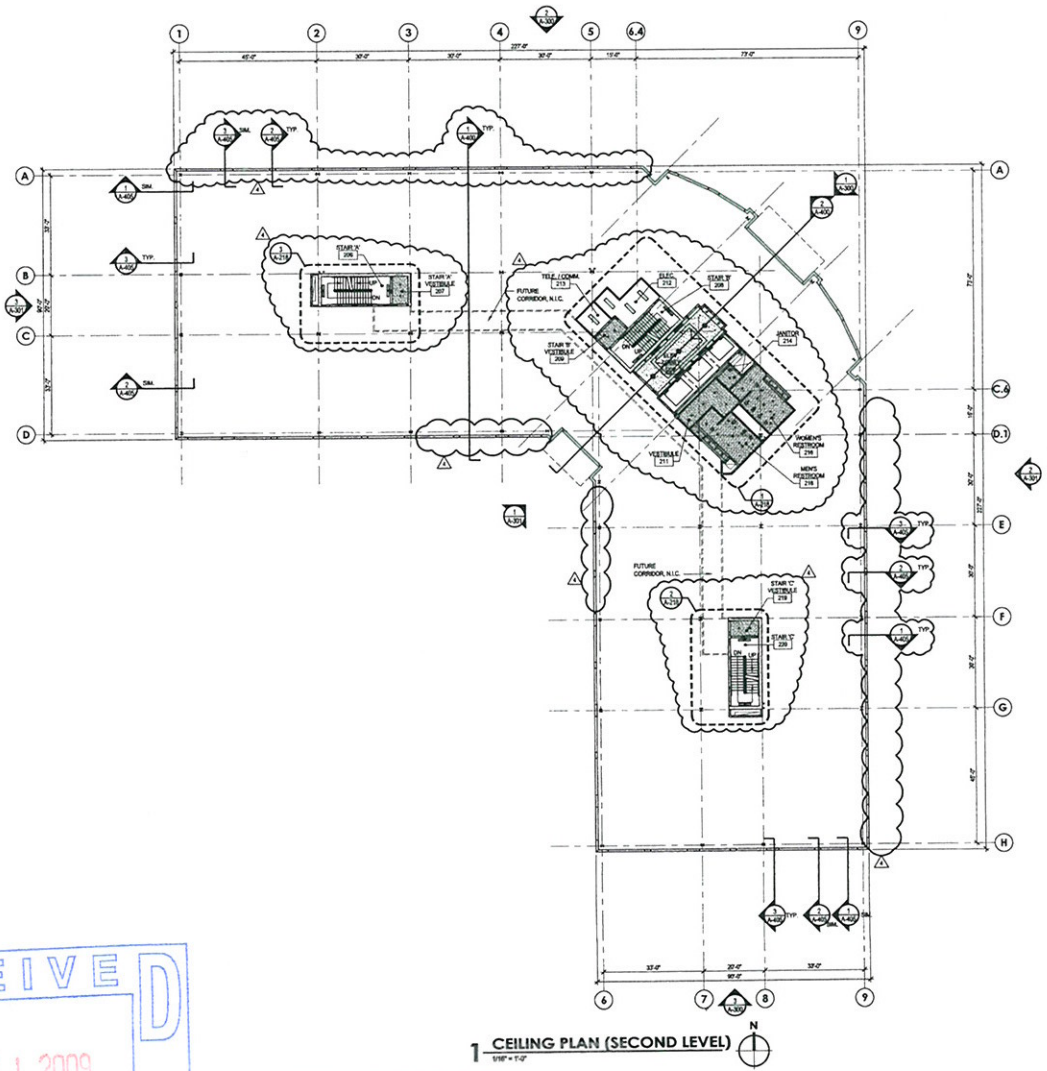
DATE (YYYY-MM-DD): 2009-08-07
DRAWN BY: Todd Devlin
CONSULTANT PROJECT NUMBER: 4814.06

NO.	DESCRIPTION	DATE
1	PLANNING SET	08/07/09
2		
3		
4		
5		
6		
7		
8		
9		
10		

DRAWING NO. A-210
SHEET OF
TITLE: CEILING PLAN (FIRST LEVEL)

RECEIVED
AUG 2 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



1 CEILING PLAN (SECOND LEVEL)
1/16" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED 1/2IN 5" GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 9" ABOVE CEILING, EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING, EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X', GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 9" ABOVE CEILING ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD TO 9" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 3-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-13 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-489.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 2 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2A-210, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1336

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1336

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V725. STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V725. STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741. SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

CEILING LEGEND:

- 2' x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (XS)
- 1' x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2' x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.: KELLY
TELEPHONE: 734-276-5488
FAX: 734-276-5544
E-MAIL: kelly@lauth.net
PROJECT NUMBER: 7944
STATE NUMBER:

SEM
ARCHITECTS, L.L.C.
877 S Colorado Blvd
Suite 300
Denver CO 80246
303 320 8900
303 320 0784 fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED
6060
ARCHITECT
STATE OF NEVADA
DATE SIGNED
7 2009

TITLE: CEILING PLAN (SECOND LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY-MM-DD): 2007-08-07
CONSULTANT PROJECT #: 7944 Decker
CONSULTANT JOB NUMBER: 0-1445.00

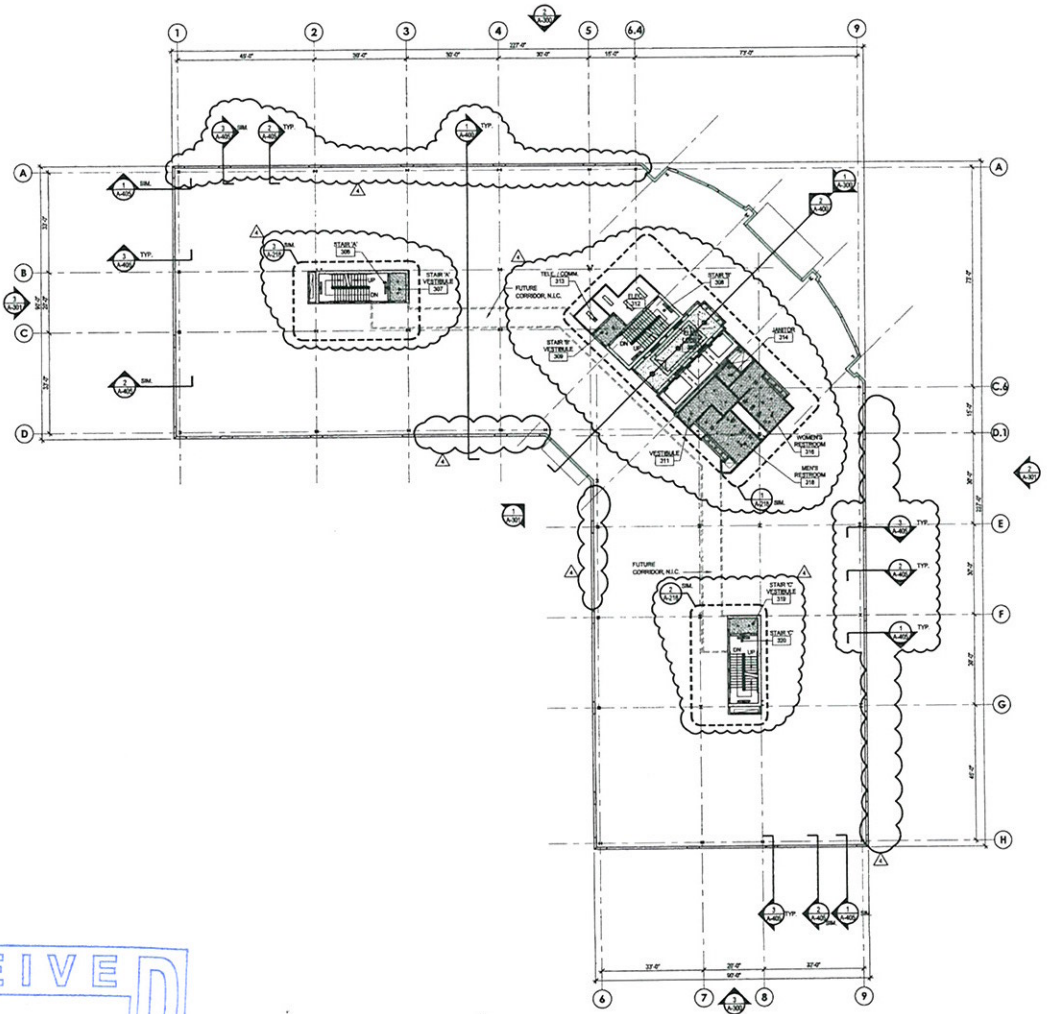
REV	DATE (YYYY-MM-DD)	DESCRIPTION
1	2007-10-05	PLAN REVIEW
2	2007-11-16	PLAN REVIEW
3	2008-01-04	PLAN REVIEW
4	2008-02-15	PLAN REVIEW
5	2008-03-14	PLAN REVIEW
6	2008-04-04	PLAN REVIEW
7	2008-05-16	PLAN REVIEW
8	2008-06-13	PLAN REVIEW
9	2008-07-11	PLAN REVIEW
10	2008-08-08	PLAN REVIEW
11	2008-09-05	PLAN REVIEW
12	2008-10-03	PLAN REVIEW
13	2008-11-07	PLAN REVIEW
14	2008-12-05	PLAN REVIEW
15	2009-01-09	PLAN REVIEW
16	2009-02-06	PLAN REVIEW
17	2009-03-06	PLAN REVIEW
18	2009-04-03	PLAN REVIEW
19	2009-05-08	PLAN REVIEW
20	2009-06-05	PLAN REVIEW
21	2009-07-10	PLAN REVIEW
22	2009-08-07	PLAN REVIEW

DRAWING NO.: A-211
SHEET OF

TITLE: CEILING PLAN (SECOND LEVEL)

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



1 CEILING PLAN (THIRD LEVEL)
1/16" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, WE STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY. UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY. UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY. UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2"), FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY. UL # U-499.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY. UL # U-495.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS, OPP. SD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, IRC 2A-210, ER-2264, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1318

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1318

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D708 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" (1 .25 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

CEILING LEGEND:

- 2'x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (XS)
- 1'x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2'x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C.
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 846 6500 • www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR: KELLY
TELEPHONE: 720 279 6488
FAX: 720 279 6541
E-MAIL: kelly@lauthpg.com
PROJECT NUMBER: 7964
STATE NUMBER:

SEM ARCHITECTS
677 S Colorado Blvd
Suite 222 South
Denver CO 80246
303 320 8900
303 320 0768 fax
www.SEMarchitects.com

DAVID TODD DECKER — REGISTERED — No. 8087 — STATE OF NEVADA
DATE SIGNED: 2008

COPYRIGHT

TITLE: CEILING PLAN (THIRD LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

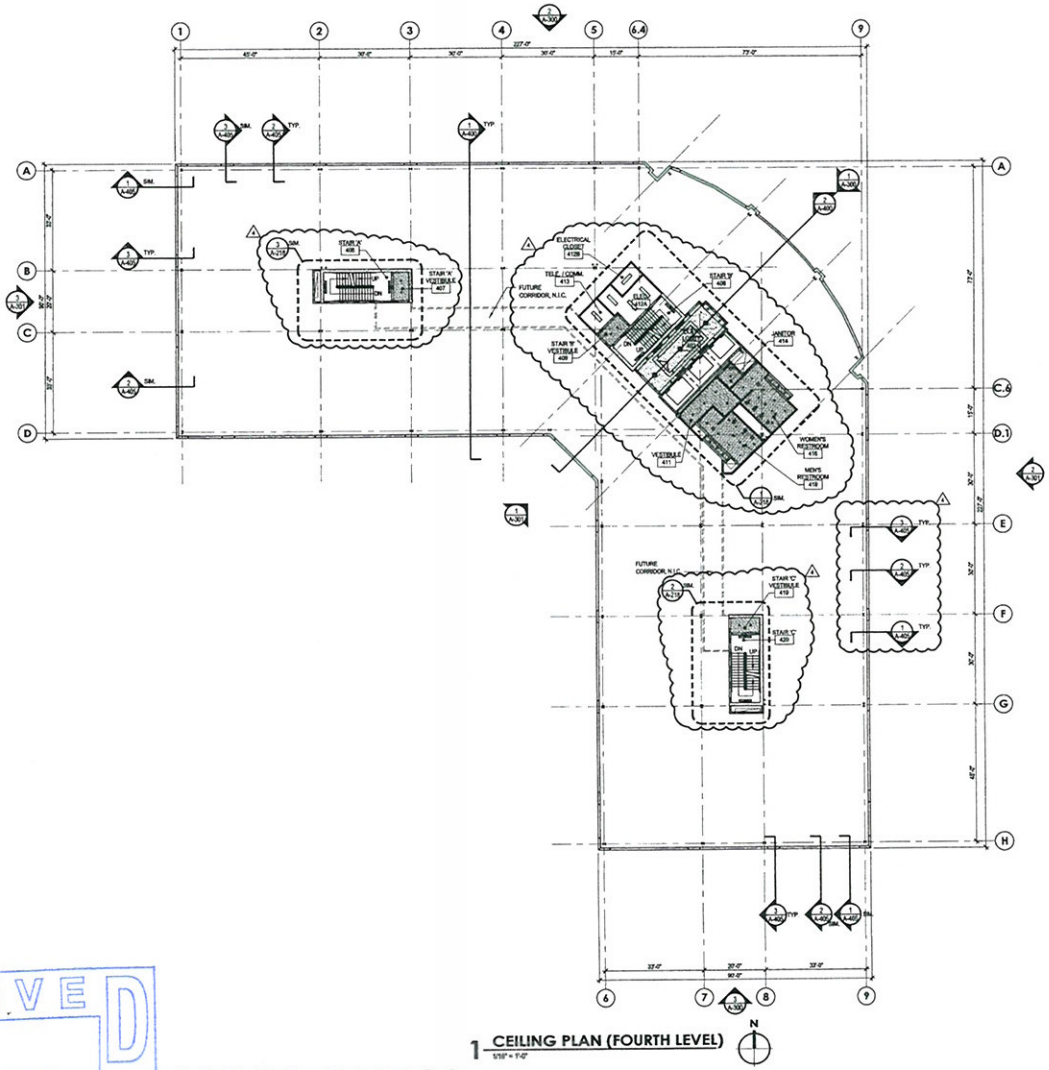
DATE (YYYY-MM-DD): 2009-06-01
CONSULTANT PROJECT NO.: Todd Decker
CONSULTANT JOB NUMBER: 0814.05

NO.	DATE	DESCRIPTION
1	2009-08-21	PLANNING SET

DRAWING NO: A-212
SHEET OF
TITLE: CEILING PLAN (THIRD LEVEL)

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



1 CEILING PLAN (FOURTH LEVEL)
1/16" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL, PROVIDE LIGHT BROOMED FINISH, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X', GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE. TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 9" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-498

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2/A-210, ER-2244, COMPLIANCE TO ASTM C636, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" O. 26 GA. METAL DECKING, 6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741: SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

CEILING LEGEND:

- 2' x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (XS)
- 1' x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2' x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C.
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR: KELLY
TELEPHONE: 720.279.4488
FAX: 720.279.4489
E-MAIL: kmiller@lauthpg.com
PROJECT MANAGER: TIM
STEVE KAMBER

SEM ARCHITECTS
477 S Colorado Blvd
Suite 200
Denver CO 80246
303 220 8900
303 220 8902 fax
www.SEMarchitects.com

DENVER TODD DECKER REGISTERED ARCHITECT No. 0089 STATE OF NEVADA
DATE SIGNED: 7.27.2009

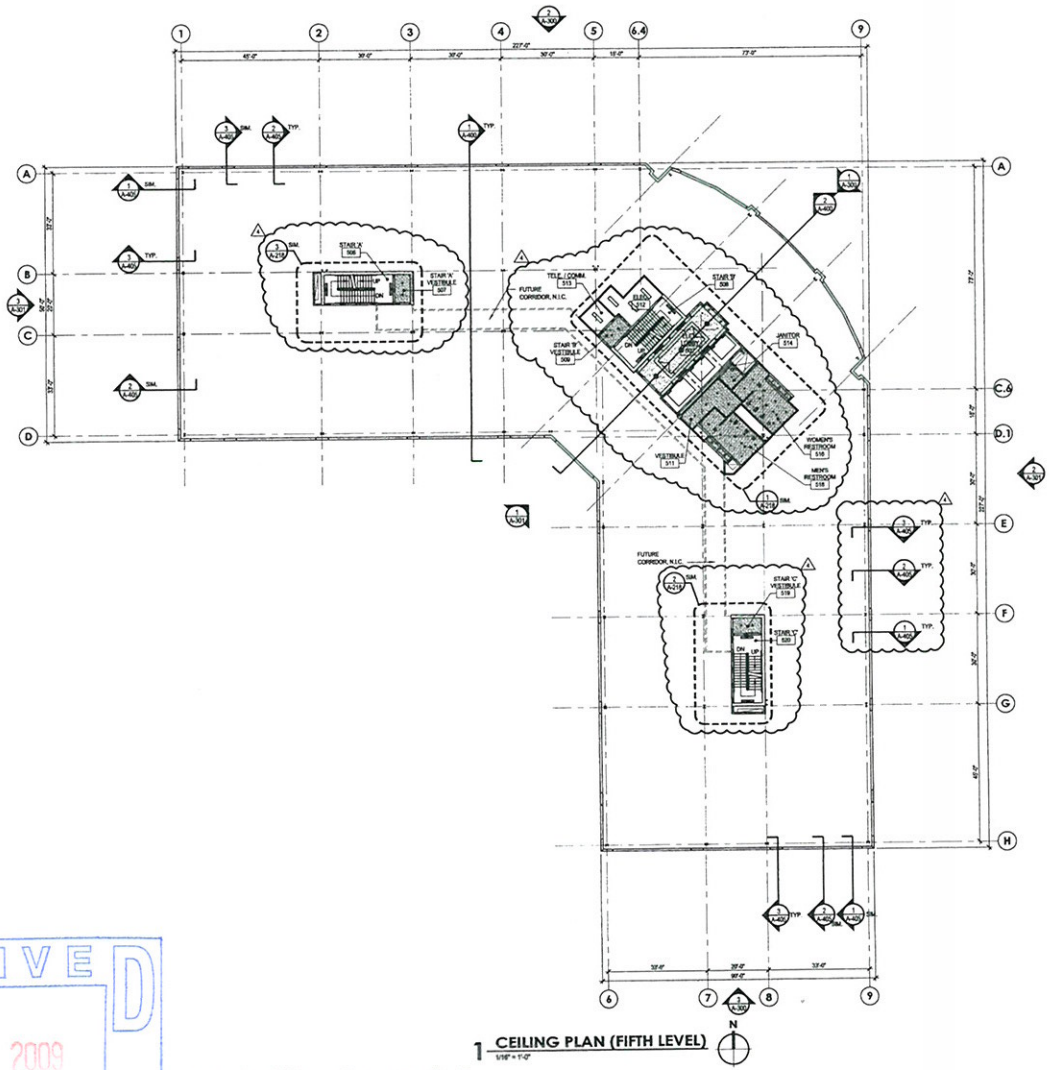
TITLE: CEILING PLAN (FOURTH LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY-MM-DD)
2009-06-01
DESCRIPTION
ISSUE FOR PERMIT
DRAWN BY
CHECKED BY
CONSULTANT PROJECT NUMBER
08-48-00

DRAWING NO. A-213
SHEET OF
TITLE: CEILING PLAN (FOURTH LEVEL)

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



1 CEILING PLAN (FIFTH LEVEL)
1/16" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

IW1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

IW4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 9" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 9" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

IW7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

IW8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

IW9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-498.

IW10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495.

IW12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 09-210, ER-0244, COMPLIANCE TO ASTM C636, ASTM C834, AND ANSI Z 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V728, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D786 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" P.D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE, ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

CEILING LEGEND:

- 2' x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (XS)
- 1' x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2' x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C.
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT
TELEPHONE
FAX
E-MAIL
PROJECT MGR.
STATE NUMBER

SEM
ARCHITECTURE
477 S Colorado Blvd
Suite 200
Denver, CO 80246
303 320 8900
303 320 0708 Fax
www.SEMarchitects.com

DAVID TODD DISTEFANO — No. 9840 — DATE SIGNED — STATE OF NEVADA — ARCHITECT

TITLE: CEILING PLAN (FIFTH LEVEL)

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

ISSUE DATE (YYYY-MM-DD): 2009-08-07
CONSULTANT CONTACT:
CONSULTANT JOB NUMBER: 0814.00

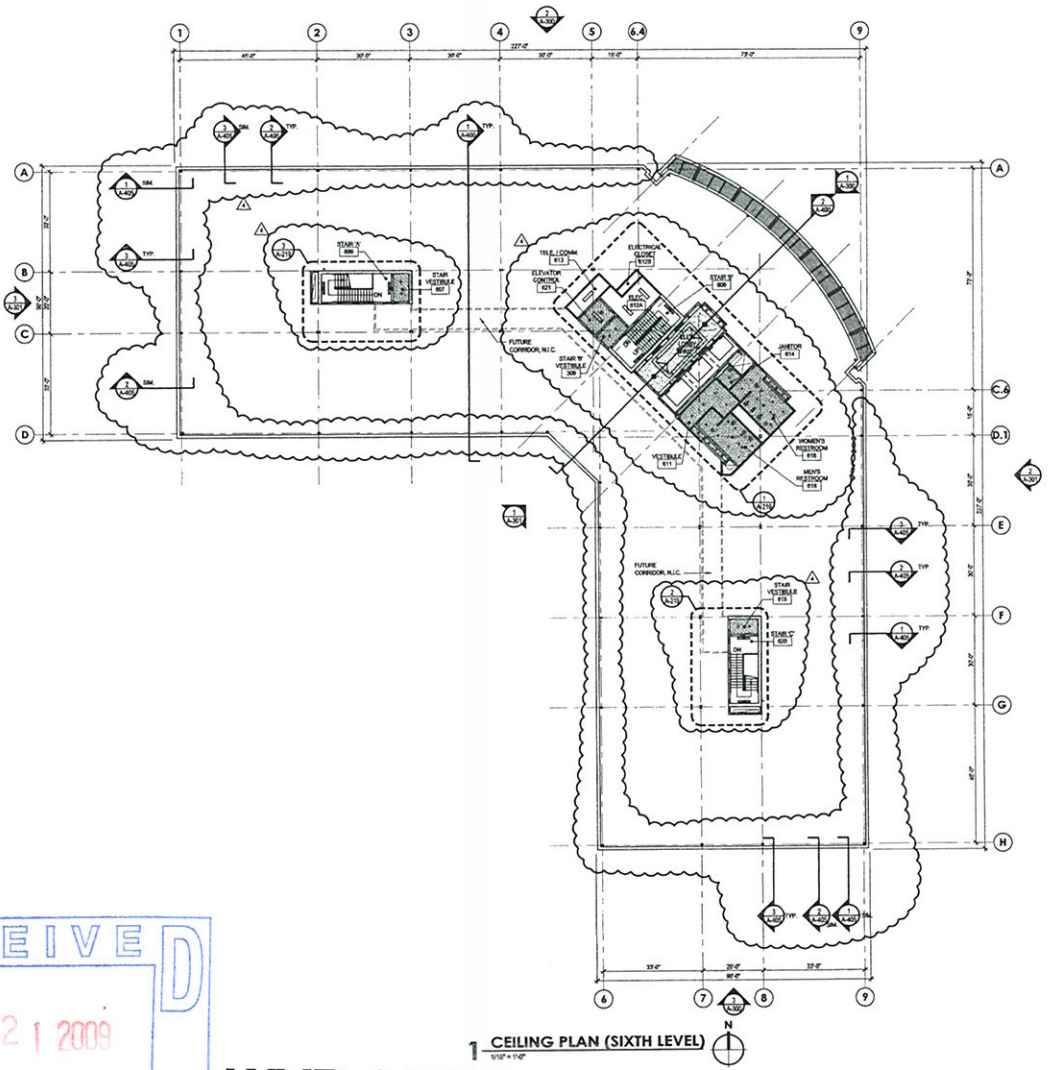
NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-07	PLANNING SET
A	2009-08-21	PLANNING SET

DRAWING NO. A-214 SHEET OF

TITLE: CEILING PLAN (FIFTH LEVEL)

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



1 CEILING PLAN (SIXTH LEVEL)
1/16" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-20 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE; STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW E" GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X', GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE 10'-0" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL# U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-419.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-13 (3 1/2") FOIL FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-488.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2-A-215, ER-2264, COMPLIANCE TO ASTM C636, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1336

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1336

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D, 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741: SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING

CEILING LEGEND:

- 2' x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (YO)
- 1' x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2' x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C.
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
TELEPHONE
FAX
PROJECT MANAGER
STATE NUMBER

SEM
ARCHITECTURE
877 S Colorado Blvd
Suite 200
Denver, CO 80246
303 220 8900
303 220 0754 fax
www.SEMarchitects.com

CERTIFICATE — DONALD TODD DECKER — REGISTERED — ARCHITECT — STATE OF NEVADA — DATE SIGNED

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

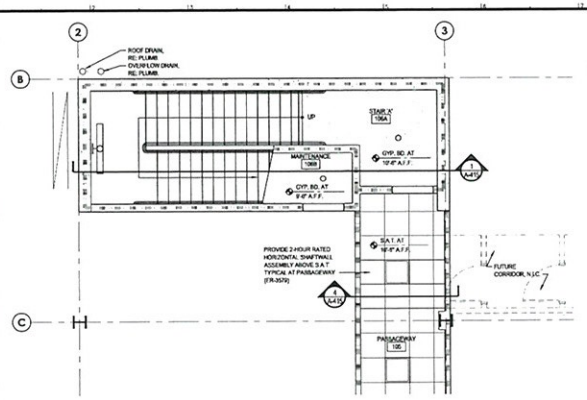
TITLE: CEILING PLAN (SIXTH LEVEL)

NO	DATE	DESCRIPTION
1	08/21/09	PLAN CHECK SET

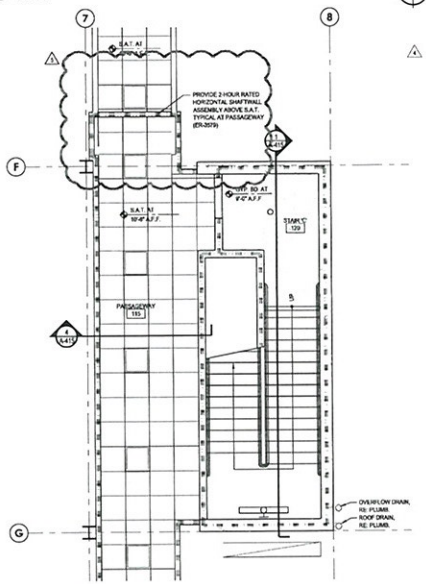
DRAWING NO. A-215
SHEET OF
TITLE: CEILING PLAN (SIXTH LEVEL)

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



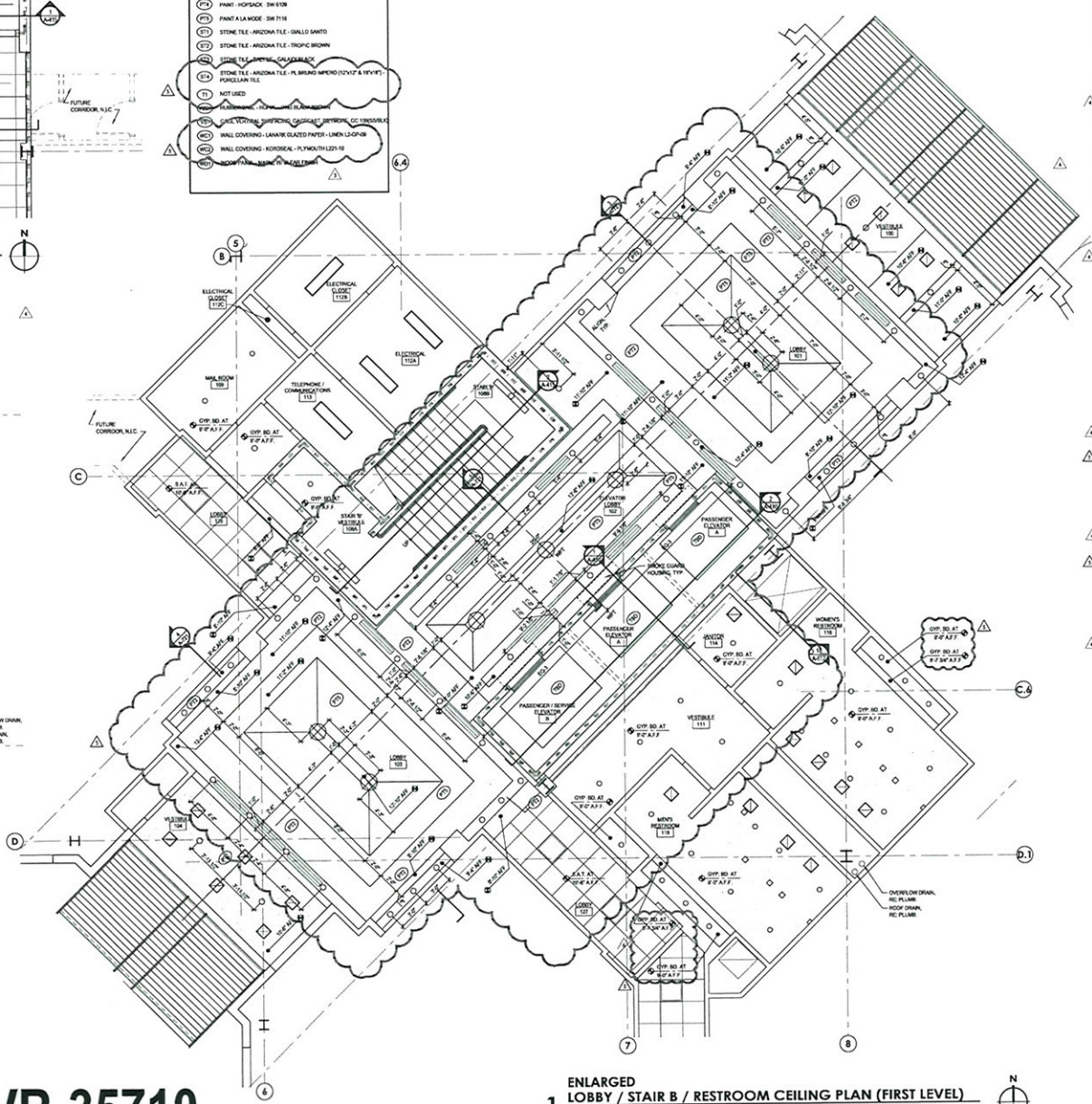
3 ENLARGED STAIR A CEILING PLAN (FIRST LEVEL)
1/4" = 1'-0"



ENLARGED
2 STAIR C CEILING PLAN (FIRST LEVEL)
1/4" = 1'-0"

MATERIALS LEGEND:

CPT1	CARPET - INVISION SPIRIT (9157) - 269 DAWNG
CPT2	CARPET - SHAW BORN JOUR DW04 (00411) - CHARCOAL (50119)
CPT3	CARPET - J&J COMMERCIAL - PLATEAU (5268) - 2751 COLORADO
PL1	PLASTIC LAMINATE - NEVAMAR - CHARCOAL FUSION TEXTURED (FM06017)
PT1	PAINT - RASKET BEIGE - SW 6143
PT2	PAINT - KILIM BEIGE - SW 6016
PT3	PAINT - INTELLECTUAL GRAY - SW 7045
PT4	PAINT - HOPSACK - SW 6109
PT5	PAINT A LA MODE - SW 7116
ST1	STONE TILE - ARIZONA TILE - GIALLO SANTO
ST2	STONE TILE - ARIZONA TILE - TROPIC BROWN
ST3	STONE TILE - SINTESI - GALAXY BLACK
ST4	STONE TILE - ARIZONA TILE - PL BRUNO IMPERO (12"x12" & 18"x18") - PORCELLAIN TILE
T1	NOT USED
WC1	WALL COVERING - LANAFIL GLAZED PAPER - LINEN L2-GP-08
WC2	WALL COVERING - KOROSEAL - PLYMOUTH L221-10



ENLARGED
1 LOBBY / STAIR B / RESTROOM CEILING PLAN (FIRST LEVEL)
1/4" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 3" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PAINT OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 HIGH INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW E GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 2 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-19 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS. W/C.

W9 - MECHANICAL SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W10 - PASSENGER ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE. PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALL. GO TO STRUCTURE ON COMMON SIDE

W13 - INTERIOR WALL SYSTEM: 12" REINFORCED CONCRETE SHEAR WALL. 2-HOUR RATING PER 2003 IBC, TABLE 720.1(2)-4.1.1. RE: A-003 & STRUCTURAL.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2A-219, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND AISC 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING. PAINTED. ER-1238

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING. PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. 9725, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. 9726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 2 1/2" REINFORCED CONCRETE ON 3"D .28 GA. METAL DECKING & 10" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

CEILING LEGEND:

- 2' x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (103)
- 1' x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2' x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C.
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: R. KELLY
TELEPHONE 720.279.5444
FACSIMILE 720.279.5445
E-MAIL rkelly@lauth.net
PROJECT NUMBER 3944
STATE NUMBER

SEM ARCHITECTS
877 S Colorado Blvd
Suite 300
Denver CO 80246
303 220 8500 tel
303 220 8590 fax
www.SEMarchitects.com

CENTER LINE OF

TITLE: ENLARGED CEILING PLANS (FIRST LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY-MO-DA) 2009-08-07

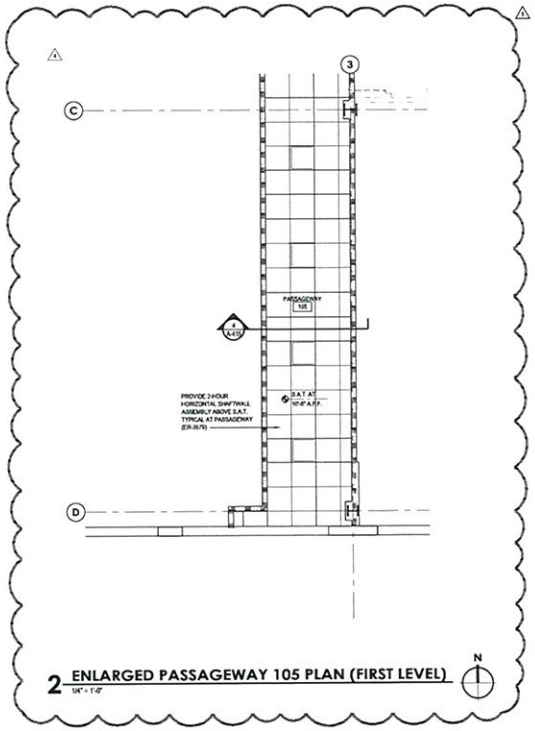
CONSULTANT Lee Olivier
CONSULTANT
CONSULTANT

REV	DATE (MM/DD/YY)	DESCRIPTION
1	09/10/09	PER CITY COMMENTS

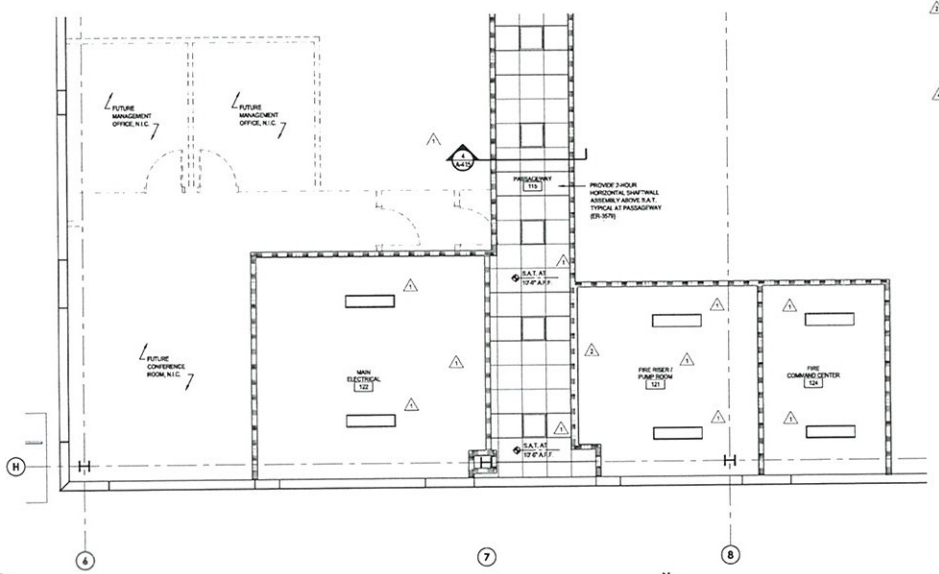
DRAWING NO. A-216
SHEET OF
TITLE: ENLARGED CEILING PLANS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



2 ENLARGED PASSAGEWAY 105 PLAN (FIRST LEVEL)
1/4" = 1'-0"



1 ENLARGED VESTIBULE / UTILITY PLAN (FIRST LEVEL)
1/4" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER H-22 HIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE; STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIRWELL ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-19 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY REMOTE. (ER-3579)

W9 - MECHANICAL SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W10 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALL, GYP. BD. TO STRUCTURAL CORRIDOR SIDE

W13 - INTERIOR WALL SYSTEM: 12" REINFORCED CONCRETE SHEAR WALL. 3-HOUR RATING PER 2003 IBC, TABLE 720.1(2) 4-1.1, RE: A-003 & STRUCTURAL

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 39A-210, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING. PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING. PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. X725, STEEL COLUMNS WITH SPRAY APPLIED FIRE PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. X725, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE PROOFING

CEILING LEGEND:

- 2' x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (103)
- 1' x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2' x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C.
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT R. KELLY
TELEPHONE 720.279.5444
FACSIMILE 720.279.5445
E-MAIL rkelly@lauth.net
PROJECT NUMBER 7994
STATE NUMBER

SEM
3377 S Colorado Blvd
Suite 200
Denver CO 80236
303.220.8500
303.220.8501 FAX
www.SEMarchitects.com

CERTIFIED BY

TITLE ENLARGED CEILING PLANS (FIRST LEVEL)

PROJECT MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY-MM-DD) 2009-10-07

CONSULTANT DISCIPLINE Lead Designer

CONSULTANT DISCIPLINE

CONSULTANT DISCIPLINE

NO.	DATE (MM/DD/YY)	DESCRIPTION
1	09/10/09	PER CITY COMMENTS
2	09/11/09	PER CITY COMMENTS
3	09/14/09	PER CITY COMMENTS
4	09/15/09	PER CITY COMMENTS
5	09/16/09	PER CITY COMMENTS
6	09/17/09	PER CITY COMMENTS
7	09/18/09	PER CITY COMMENTS
8	09/21/09	PER CITY COMMENTS
9	09/22/09	PER CITY COMMENTS
10	09/23/09	PER CITY COMMENTS
11	09/24/09	PER CITY COMMENTS
12	09/25/09	PER CITY COMMENTS
13	09/28/09	PER CITY COMMENTS
14	09/29/09	PER CITY COMMENTS
15	09/30/09	PER CITY COMMENTS
16	10/01/09	PER CITY COMMENTS
17	10/02/09	PER CITY COMMENTS
18	10/05/09	PER CITY COMMENTS
19	10/06/09	PER CITY COMMENTS
20	10/07/09	PER CITY COMMENTS

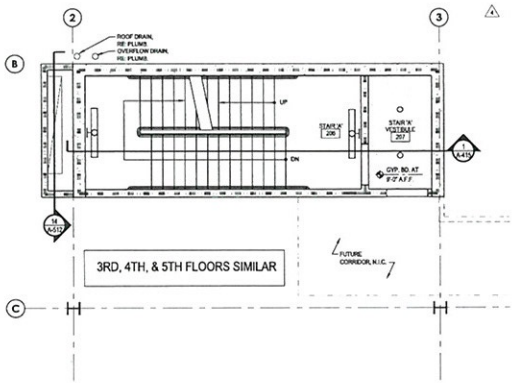
DRAWING NO. A-217

SHEET OF

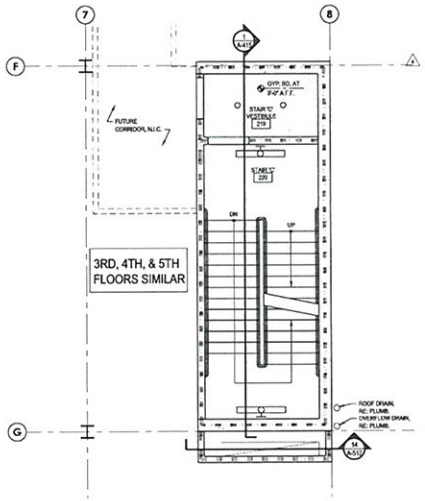
TITLE ENLARGED CEILING PLANS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

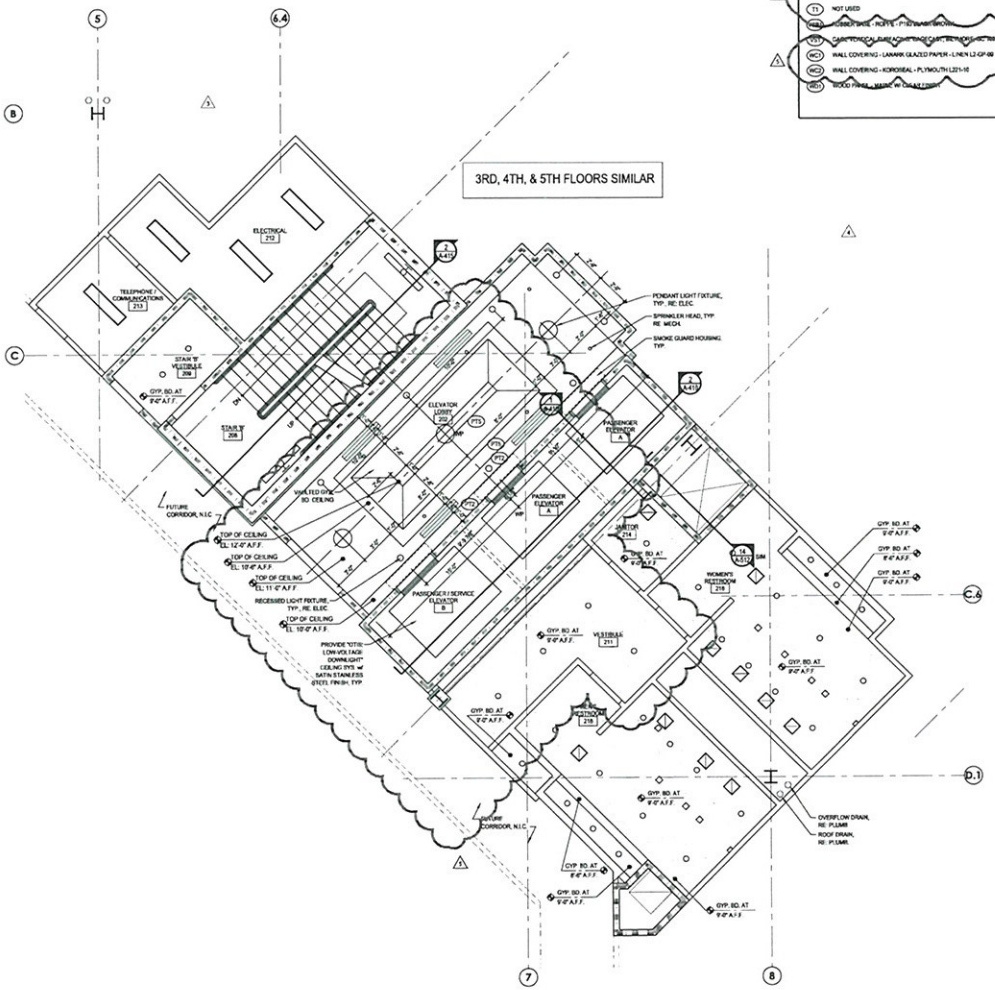
WVR-35710
10/08/09 PC



ENLARGED
3 STAIR A CEILING PLAN (SECOND LEVEL)
1/4" = 1'-0"



ENLARGED
2 STAIR C CEILING PLAN (SECOND LEVEL)
1/4" = 1'-0"



ENLARGED
1 LOBBY / STAIR B / RESTROOM CEILING PLAN (SECOND LEVEL)
1/4" = 1'-0"

MATERIALS LEGEND:

CPT1	CARPET - INVISION SPIRIT (8157) - 289 DARING
CPT2	CARPET - SHAW: BORN JOUR EW04 (59411) - CHARCOAL (19119)
CPT3	CARPET - J&J COMMERCIAL - PLATEAU (5200) - 2751 COLORADO
PL1	PLASTIC LAMINATE - NEVAMAR - CHARCOAL FUSION TEXTURED (FABRIT)
PT1	PAINT - BASKET BEIGE - SW 6143
PT2	PAINT - KILIM BEIGE - SW 6016
PT3	PAINT - INTELLECTUAL GRAY - SW 7045
PT4	PAINT - HOPSACK - SW 6109
PT5	PAINT A LA MODE - SW 7116
ST1	STONE TILE - ARIZONA TILE - GIALLO SANTO
ST2	STONE TILE - ARIZONA TILE - TROPIC BROWN
ST3	STONE TILE - SMITH TILE - GRADY BLANCO
ST4	STONE TILE - ARIZONA TILE - FL BRUNO IMPERO (12"x12" & 18"x18") - PORCELAIN TILE
T1	NOT USED
WD1	RUBBER BASE - ROPPE - 2" TOE SHADE BROWN
WC1	WALL COVERING - LANARK GLAZED PAPER - LINEN L2-GP-09
WC2	WALL COVERING - KOROSEAL - PLYMOUTH L221-10
WD1	WOOD TRIM - MARIO M. CIOLFI (TBD)

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL/FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - 1-CHR.100 ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. T.A. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (5 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY OWNER'S INT.

W9 - MECHANICAL SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W10 - CORRIDOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ATTACHED TO WALLS. GIRLS SIDE. GYPSUM BD. ON CORRIDOR SIDE

W13 - INTERIOR WALL SYSTEM: 12" REINFORCED CONCRETE SHEAR WALL. 2-HOUR RATING PER 2003 IBC. TABLE 720.1(2)-4.1.1, REF. A-003 & STRUCTURAL.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2IA-210, ER-2244. COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE-7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V725. STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V705. STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 2 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE PROOFING.

CEILING LEGEND:

- 2' x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (XS)
- 1' x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2' x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C.
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT K. KELLY
PHONE 720-279-5544
FAX
E-MAIL kelly@lauth.net
STREET ADDRESS 7994 STATE NUMBER

SEM ARCHITECTS
427 S Colorado Blvd Suite 200 Denver, CO 80246
303 220 8500
303 220 0708 fax
www.SEMarchitects.com

DRAWN BY
CHECKED BY

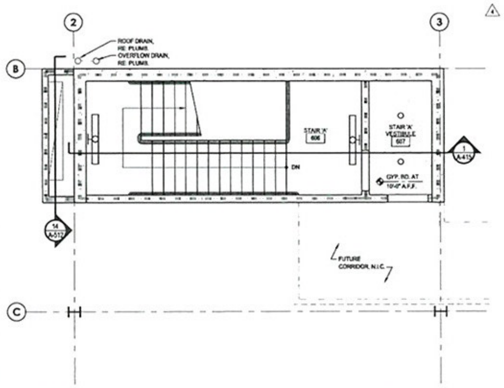
TITLE: ENLARGED CEILING PLANS (SECOND LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

REV	DATE (YYYY.MM.DD)	DESCRIPTION
1	2009.08.07	PER REVIEW COMMENTS

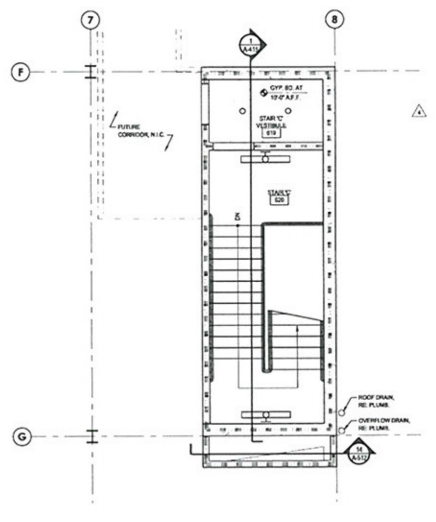
DRAWING NO. A-218
SHEET OF
TITLE: ENLARGED CEILING PLANS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

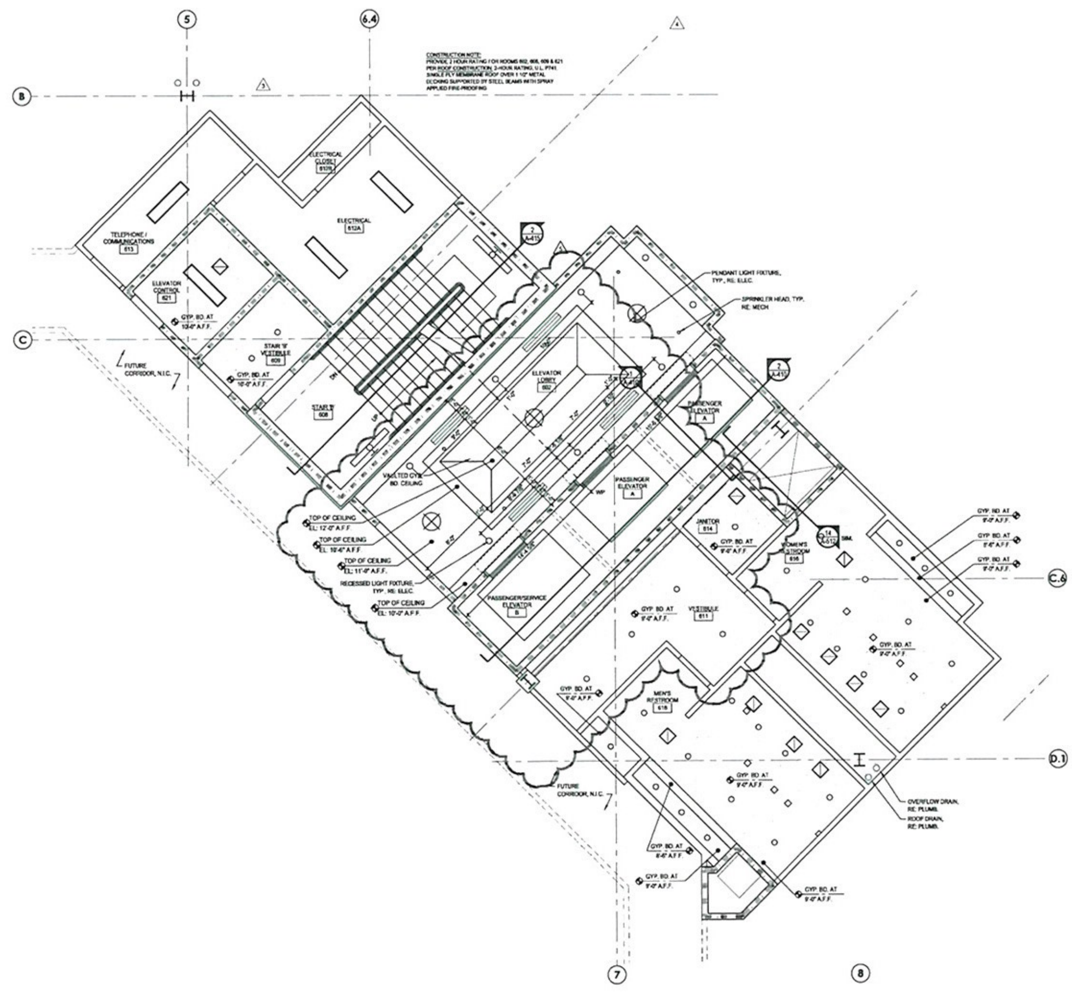
WVR-35710
10/08/09 PC



ENLARGED
3 STAIR A CEILING PLAN (SIXTH LEVEL)
1/4" = 1'-0"



ENLARGED
2 STAIR C CEILING PLAN (SIXTH LEVEL)
1/4" = 1'-0"



ENLARGED
1 LOBBY / STAIR B / RESTROOM CEILING PLAN (SIXTH LEVEL)
1/4" = 1'-0"

RECEIVED
AUG 2 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X', GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495.

W12 - INTERIOR WALL STYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

W13 - INTERIOR WALL STYSTEM: 12" REINFORCED CONCRETE SHEAR WALL, 2-HOUR RATING PER 2003 IBC, TABLE 720.1(2) 4-1.1, RE: A-003 & STRUCTURAL.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2A-210, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y725, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y725, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791; COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741; SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

CEILING LEGEND:

- 2' x 2' SUSPENDED CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING
- EXPOSED TO STRUCTURE (XS)
- 1' x 4' SUSPENDED LIGHT FIXTURE, RE: ELECTRICAL
- 2' x 2' RECESSED LIGHT FIXTURE, RE: ELECTRICAL
- WALL MOUNTED LIGHT FIXTURE, RE: ELECTRICAL
- PENDANT LIGHT FIXTURE, RE: ELECTRICAL
- DOWN LIGHT FIXTURE, RE: ELECTRICAL
- EXTERIOR WALL SCONCE, RE: ELECTRICAL
- RETURN OR EXHAUST GRILLE, RE: MECHANICAL
- SUPPLY GRILLE, RE: MECHANICAL

GENERAL NOTES:

1. ALL SUSPENDED CEILING SYSTEM SHALL COMPLY WITH REQUIREMENTS FOR SEISMIC DESIGN CATAGORY C.
2. FASTEN PERIMETER EDGE ANGLE TO WALL, FREE FROM GRID.
3. CENTER CEILING GRIDS IN SPACE AS SHOWN, UNLESS NOTED OTHERWISE.
4. PAINT ALL GYPSUM BOARD CEILINGS, BULKHEADS AND SOFFITS, UNLESS NOTED OTHERWISE.
5. CENTER SPRINKLER HEADS AND LIGHT FIXTURES IN CEILING TILES, UNLESS NOTED OTHERWISE.
6. REFER TO ELECTRICAL FOR FIXTURE TYPES AND REQUIREMENTS.
7. COORDINATE THE REQUIREMENTS FOR ACCESS PANELS WITH MECHANICAL AND ELECTRICAL. VERIFY LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP

SEM
677 S Colorado Blvd
Suite 200
Denver CO 80246
303 220 8900
303 220 0708 Fax

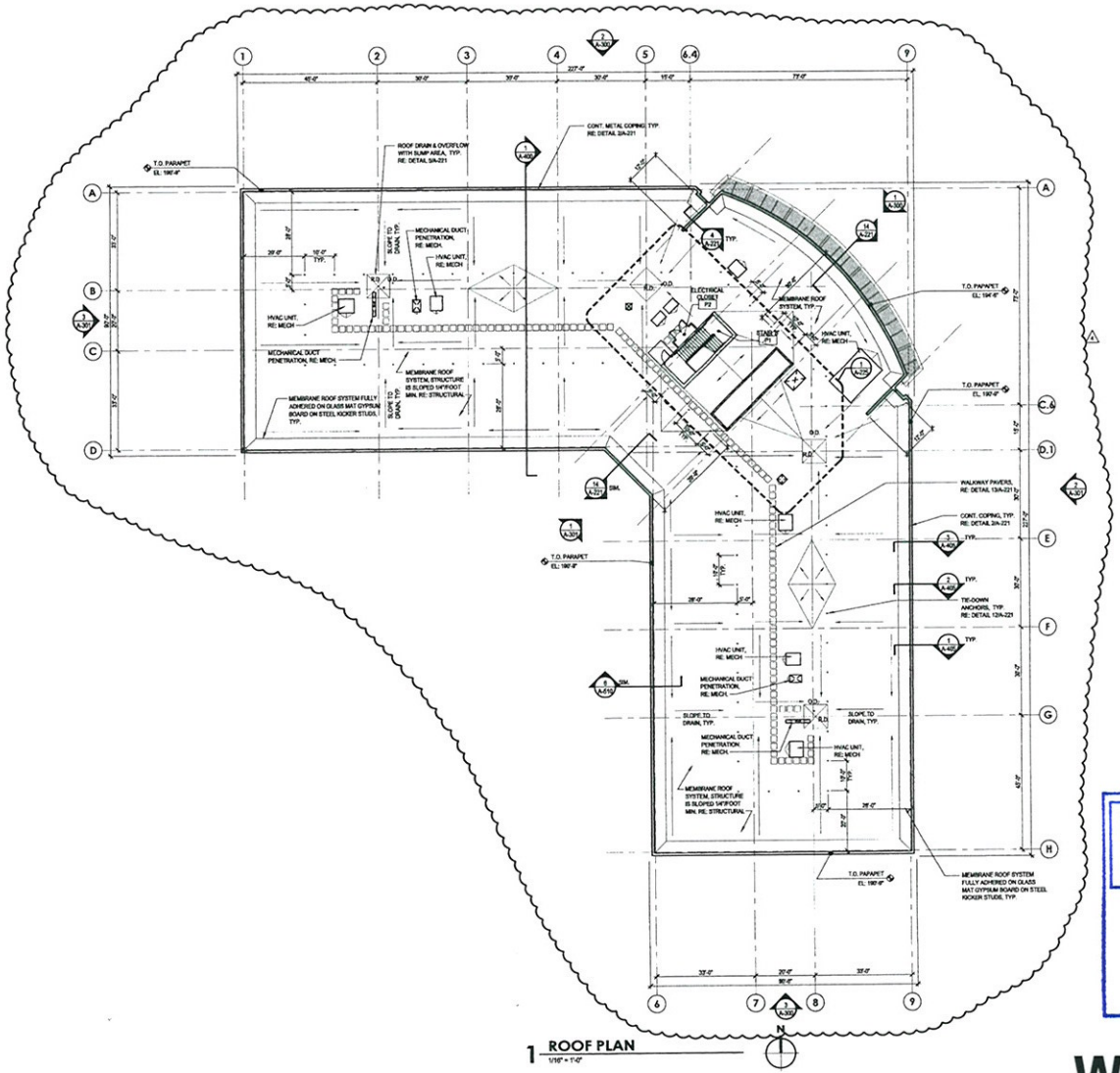
CERTIFIED BY:

TITLE: ENLARGED CEILING PLANS (SIXTH LEVEL)

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO. A-219

TITLE: ENLARGED CEILING PLANS



1 ROOF PLAN
1/16" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 8" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 9'-0" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 9'-0" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" ME TAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY. UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 9" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 9" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 3-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-498.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. CVY. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. REF: 2/A-210, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 5/8" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V720, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V720, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" 18 GA. METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING

GENERAL NOTES:

1. PROVIDE 1/4" PER FOOT MINIMUM ROOF SLOPE. REFER TO STRUCTURAL FOR FRAMING ELEVATIONS.
2. ALL REFERENCED ROOF DETAILS ARE GENERIC IN NATURE. PROVIDE ALL DETAILING AS REQUIRED TO PROVIDE THE SPECIFIED WARRANTY AND PER MANUFACTURERS RECOMMENDATIONS.
3. PROVIDE TAPERED INSULATION CRICKETING AS REQUIRED TO MAINTAIN POSITIVE ROOF DRAINAGE.
4. PROVIDE TAPERED INSULATION CRICKETING AT ALL ROOF TOP EQUIPMENT AND ACCESSORIES.
5. OVERFLOW DRAINS SHALL BE 2" ABOVE PRIMARY ROOF DRAIN.
6. PROVIDE WALKWAY PAVERS ON PROTECTIVE MATS TO ACCESS ALL PORTIONS OF ROOFTOP MECHANICAL EQUIPMENT. DO NOT USE WALKWAY PAVERS FOR PIPE SUPPORTS.
7. PAINT ALL EXPOSED PIPING AND CONDUITS.
8. PROVIDE MECHANICAL CURBS AT ALL HVAC ROOFTOP EQUIPMENT LOCATIONS, RE: 7A-221 & MECHANICAL.
9. PROVIDE MEMBRANE ROOF FLASHING AT ALL ROOF PIPE PENETRATIONS, RE: 6A-221

RECEIVED
AUG 2 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.: K. KELLY
TELEPHONE: 720.274.6400
FACSIMILE: 720.274.6401
EMAIL: kkelly@lauth.net
PROJECT NUMBER: 7944
STATE NUMBER:

SEM
SEM of NEVADA, LLC
6773 E Colorado Blvd
Suite 200
Denver, CO 80246
303.320.8900
303.320.8990 Fax
www.SEMarchitects.com

DAVID TODD DEGNAN
No. 6960
REGISTERED
ARCHITECT
STATE OF NEVADA

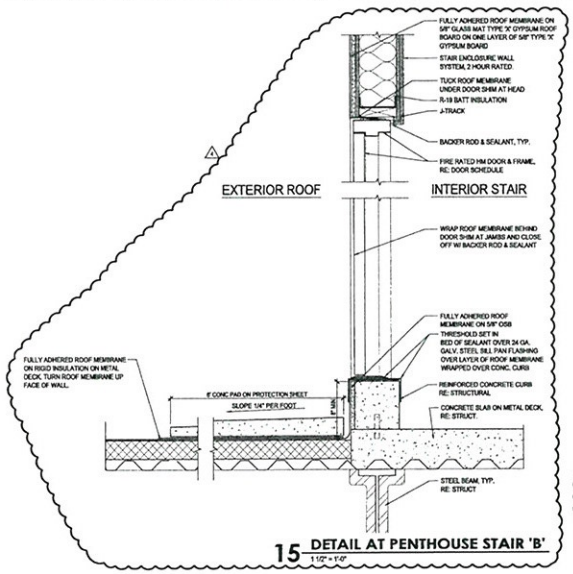
SERVICES DESIGNED: MAR 27 2008

DATE (YY-MM-DD): 09-08-07
CONSULTANT: Gail Turner
CONSULTANT: Jeff Hawkins 02-18-10

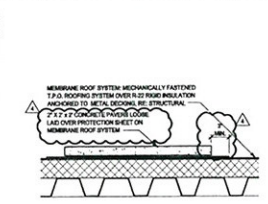
NO.	DATE (YY-MM-DD)	DESCRIPTION
1	09-08-07	PLANNING SET
2	09-10-01	PLANNING SET
3	09-10-15	PLANNING SET
4	09-10-29	PLANNING SET
5	09-11-12	PLANNING SET

TITLE: ROOF PLAN
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

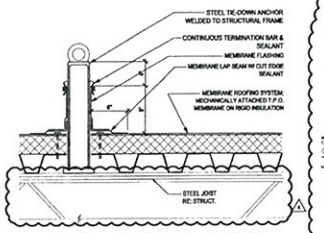
DRAWING NO: A-220
SHEET OF
TITLE: ROOF PLAN



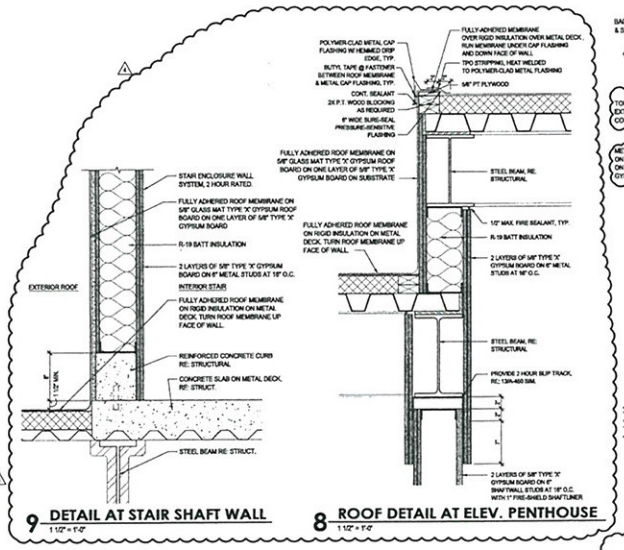
15 DETAIL AT PENTHOUSE STAIR 'B'
1 1/2" = 1'-0"



13 PAVER DETAIL
1 1/2" = 1'-0"

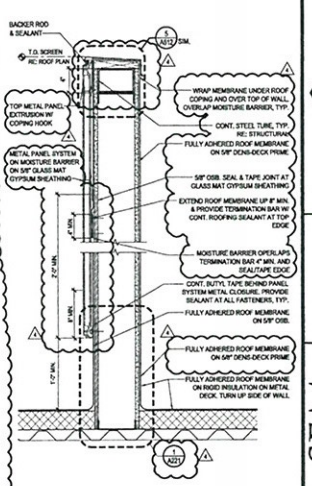


12 DETAIL - TIE-DOWN ANCHOR
1 1/2" = 1'-0"

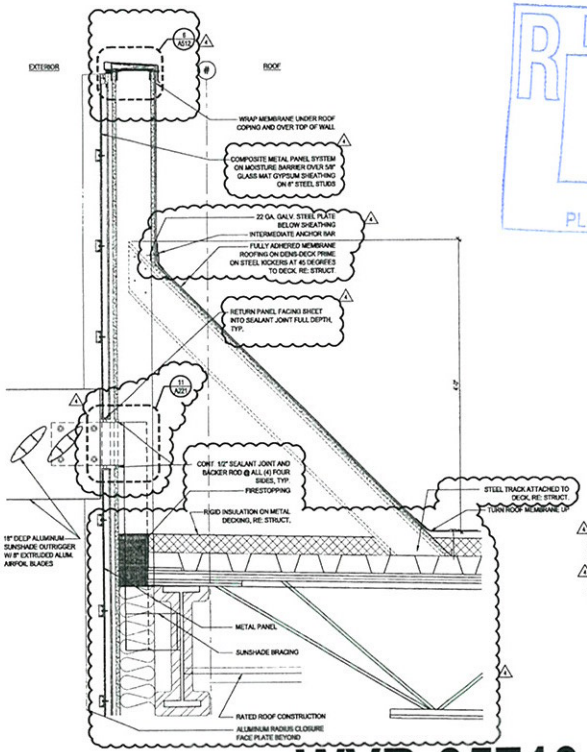


9 DETAIL AT STAIR SHAFT WALL
1 1/2" = 1'-0"

8 ROOF DETAIL AT ELEV. PENTHOUSE
1 1/2" = 1'-0"

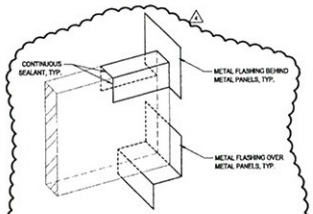


4 DETAIL - SCREEN WALL
1 1/2" = 1'-0"



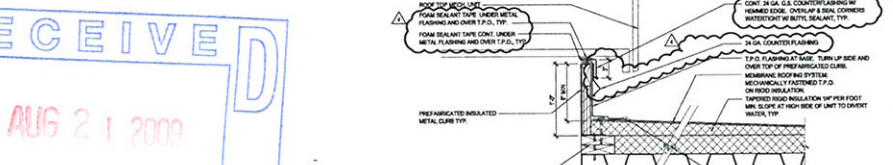
14 PARAPET KICKER DETAIL
1 1/2" = 1'-0"

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



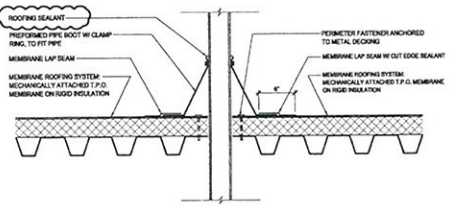
11 SUNSHADE ATTACHMENT DET.
N.T.S.

10 OVERFLOW DRAIN DETAIL AT GRADE
1 1/2" = 1'-0"

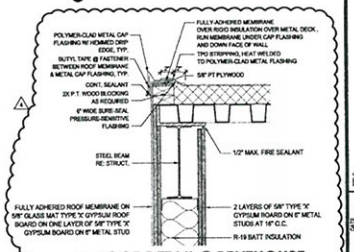


7 DETAIL - HVAC CURB
1 1/2" = 1'-0"

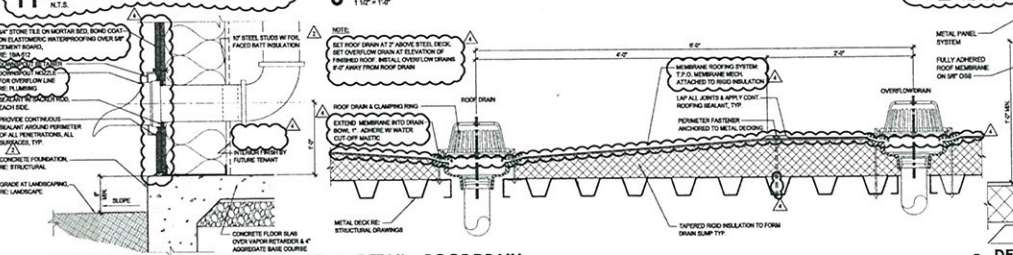
3 NOT USED



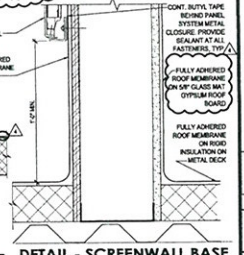
6 DETAIL - PIPE PENETRATION
1 1/2" = 1'-0"



2 ROOF DETAIL @ PENTHOUSE
1 1/2" = 1'-0"



5 DETAIL - ROOF DRAIN
1 1/2" = 1'-0"



1 DETAIL - SCREENWALL BASE
3" = 1'-0"

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MANAGER: KIM KELLY
TELEPHONE: 720.274.6466
FAX: 720.274.6441
E-MAIL: kkelly@lauthgroup.com
PROJECT NUMBER: 7864
STATE NUMBER:

SEM
SEM OF NEVADA LLC
6175 E Colorado Blvd
Suite 200
Denver CO 80246
303 228 8900
303 228 8990 Fax
www.SEMarchitects.com

DAVID TODD RECHER
REGISTERED
No. 9080
STATE OF NEVADA
DATE SIGNED: 8-19-09
CERTIFIED BY:

TITLE: ROOF DETAILS

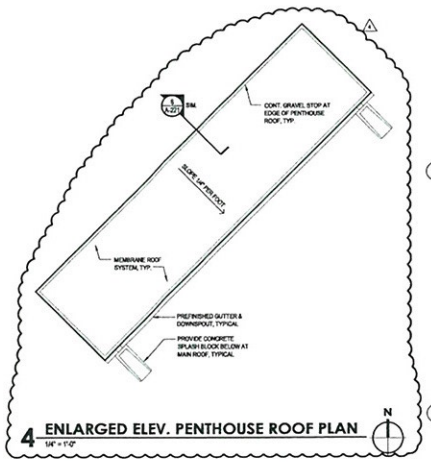
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO: A-221
SHEET OF

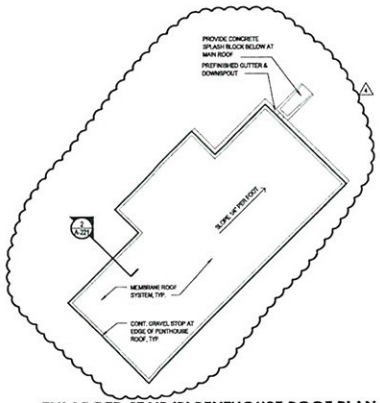
TITLE: ROOF DETAILS

WVR-35710

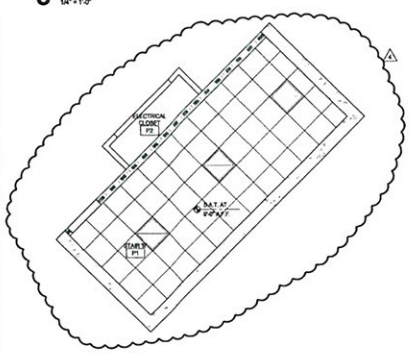
10/08/09 PC



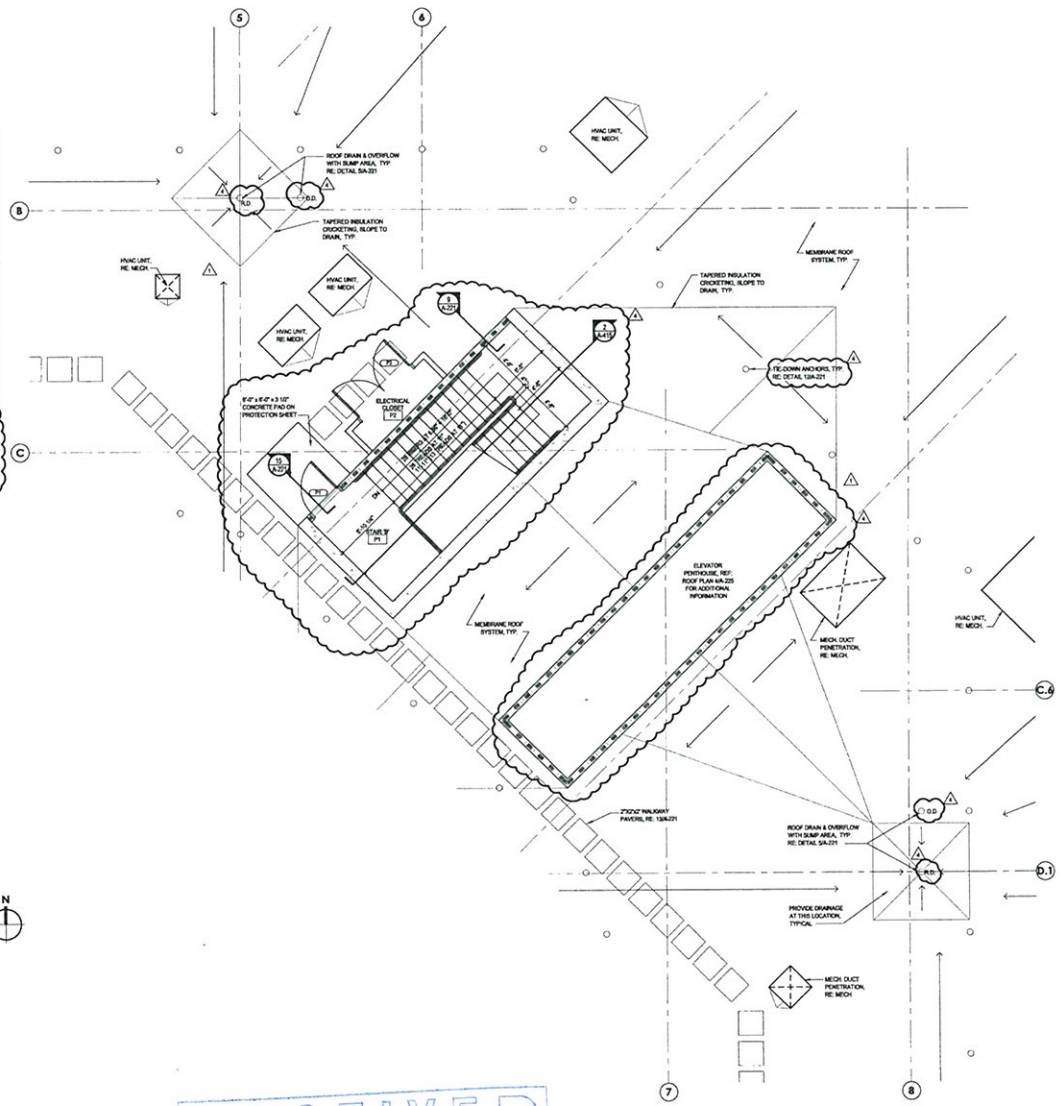
4 ENLARGED ELEV. PENTHOUSE ROOF PLAN
1/4" = 1'-0"



3 ENLARGED STAIR 'B' PENTHOUSE ROOF PLAN
1/4" = 1'-0"



2 ENLARGED STAIR 'B' REFLECTED CEILING PLAN
1/4" = 1'-0"



1 ENLARGED STAIR 'B' PENTHOUSE PLAN
1/4" = 1'-0"

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT PROVIDE 3" FOIL FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW E" GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W5 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X', GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465

W6 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W6A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W6 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W6A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. WE 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-19 (6 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. WE 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-498

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2/A-210, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. 972s, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. 972s, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

GENERAL NOTES:

1. PROVIDE 1/4" PER FOOT MINIMUM ROOF SLOPE, REFER TO STRUCTURAL FOR FRAMING ELEVATIONS.
2. ALL REFERENCED ROOF DETAILS ARE GENERIC IN NATURE. PROVIDE ALL DETAILING AS REQUIRED TO PROVIDE THE SPECIFIED WARRANTY AND PER MANUFACTURERS RECOMMENDATIONS.
3. PROVIDE TAPERED INSULATION CRICKETING AS REQUIRED TO MAINTAIN POSITIVE ROOF DRAINAGE.
4. PROVIDE TAPERED INSULATION CRICKETING AT ALL ROOF TOP EQUIPMENT AND ACCESSORIES.
5. OVERFLOW DRAINS SHALL BE 2" ABOVE PRIMARY ROOF DRAIN.
6. PROVIDE WALKWAY PAVERS ON PROTECTIVE MATS TO ACCESS ALL PORTIONS OF ROOFTOP MECHANICAL EQUIPMENT. DO NOT USE WALKWAY PAVERS FOR PIPE SUPPORTS.
7. PAINT ALL EXPOSED PIPING AND CONDUITS.

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K. KELLY
TELEPHONE: 734-274-5444
FAX: 734-274-5445
E-MAIL: rkelly@lauth.net
PROJECT NUMBER: 7984
STATE NUMBER:

SEM
OF NEVADA LLC
5975 S. Colorado Blvd
Suite 100
Detroit CO 80246
303 220 9700
303 220 9708 Fax
www.STEARNSCONRAD.com

DAVID TODD DEGEN
REGISTERED
No. 6080
DATE
ARCHITECT
STATE OF NEVADA

DESIGNED BY
DRAWN BY
CHECKED BY

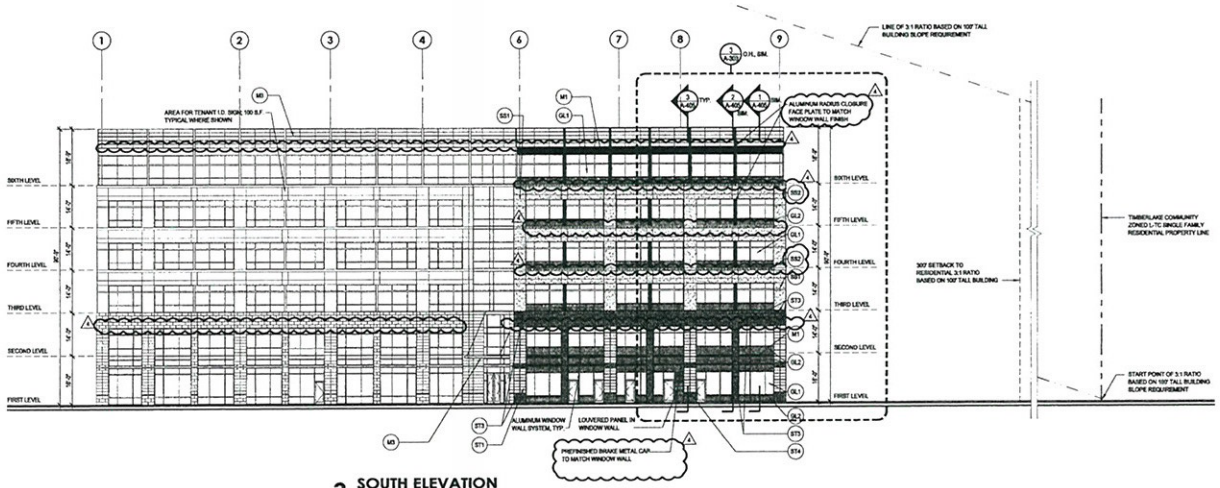
TITLE: PENTHOUSE PLANS

PROJECT:
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

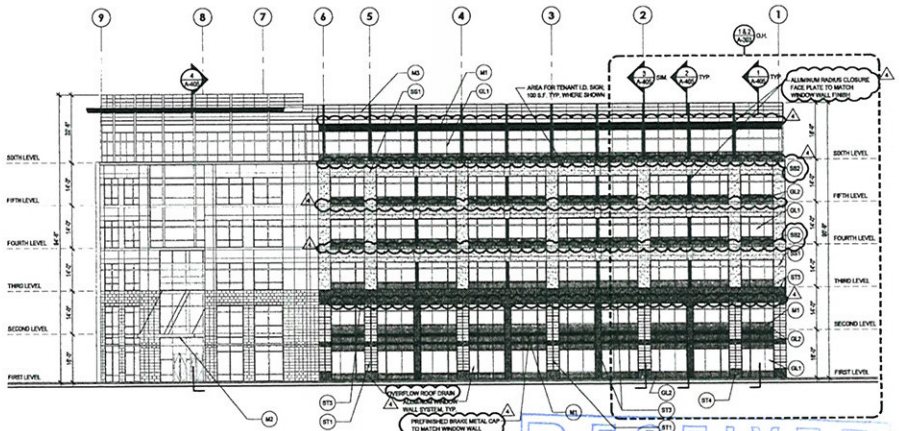
REV	DATE (MM/DD/YR)	DESCRIPTION
1	10/07/09	PER CITY COMMENTS
2	10/08/09	PER CITY COMMENTS

ARCHITECT: SEM OF NEVADA LLC
ARCH. PHONE/FAX: 303 220 9700 / 303 220 9708
CONSULTANT CONTACT: Matt Conrad
CONSULTANT PHONE: 303 220 9700

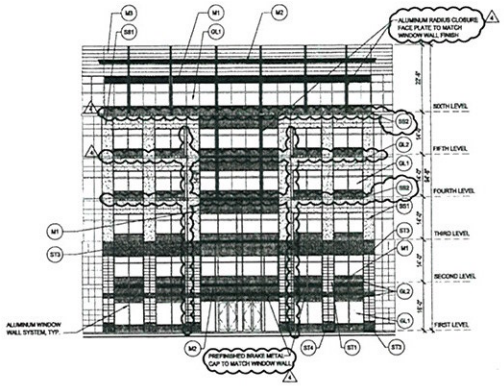
DRAWING NO. A-225
SHEET OF
TITLE: PENTHOUSE PLANS



3 SOUTH ELEVATION
1/16" = 1'-0"



2 NORTH ELEVATION
1/16" = 1'-0"



1 PARTIAL ELEVATION AT MAIN ENTRY
1/16" = 1'-0"

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-496.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-19 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER, 1-HOUR RATED ASSEMBLY, UL # U-498.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING, EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. GRID & TILE GYPSUM FROM PARTITIONS, RE: 2/A-210, E/A-2244, COMPLIANCE TO ASTM C636, ASTM C635, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. E/A-1308

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. E/A-1308

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. #711 & U.L. 1725; STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 3-HOUR RATING, U.L. #711 & U.L. 1725; STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791; COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" X 20 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741; SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

GENERAL NOTES:

1. PROVIDE KEY LOCK BOX, LOCATE PER FIRE DEPARTMENT REQUIREMENTS, VERIFY LOCATION WITH ARCHITECT.
2. PAINT ALL EXPOSED UTILITY EQUIPMENT, PIPES, CONDUIT, ETC. TO MATCH ADJACENT FINISH MATERIAL.
3. PROVIDE TEMPERED/SAFETY GLASS AS REQUIRED BY GOVERNING JURISDICTION.

MATERIALS LEGEND:

- ST1 STONE VENEER - 3/4" RENAISSANCE, CARAMEL, SMOOTH-FACED ADHERED OVER SUBSTRATE, RE: 19/A-512.
- ST2 NOT USED.
- ST3 STONE VENEER - 3/4" RENAISSANCE, MONTECITO CUSTOM BLEND - ELIMINERAND (BIENNIAL) ROCKED-FACED ADHERED OVER SUBSTRATE RE: 19/A512.
- ST4 STONE VENEER - 3/4" RENAISSANCE, CARAMEL, ROCK-FACED ADHERED OVER, SUBSTRATE, RE: 19/A-512.
- SS1 CEMENT BOARD STUCCO SYSTEM FIELD - FINE TEXTURE, COLOR TO BE SELECTED (EIFS-1064)
- SS2 CEMENT BOARD STUCCO SYSTEM ACCENT - FINE TEXTURE. COLOR TO BE SELECTED (EIFS-1064)
- GL1 1" TINTED INSULATING GLASS UNITS (VISION)
- GL2 1" TINTED, INSULATING SPANDREL GLASS
- M1 PREFINISHED COMPOSITE METAL SANDWICH PANEL
- M2 PREFINISHED METAL SUN CONTROL
- M3 PREFINISHED COMPOSITE METAL PANEL SYSTEM, ESR PFC-4291
- C1 INTEGRALLY COLORED, SPLIT-FACED CONCRETE MASONRY UNIT (CMU)
- PC1 INTEGRALLY COLORED, CONCRETE MASONRY UNIT CAP

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: R. KELLY
TELEPHONE: 720.279.5660
FAX: 720.279.5661
E-MAIL: rkelly@lauth.net
PROJECT NUMBER: 7984
STATE NUMBER:

SEM
SEM NEVADA LLC
675 S. Colorado Blvd
Suite 900
Denver CO 80246
303 223 3900
303 223 3901 fax
www.SEMarchitects.com

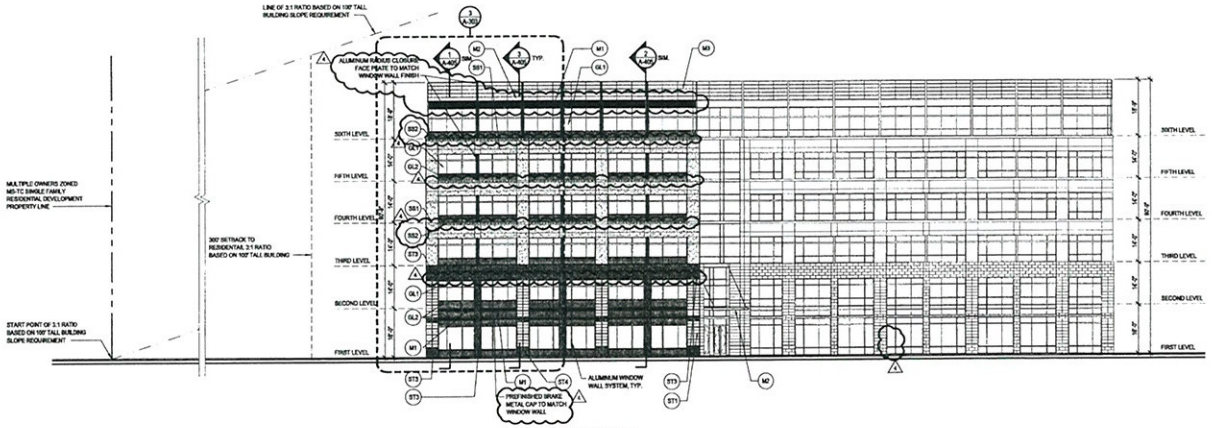
CERTIFIED
DAVID TODD DECKER
REGISTERED
No. 6080
DATE SIGNED
STATE OF NEVADA

NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-20	PLANNING SUBMITTAL

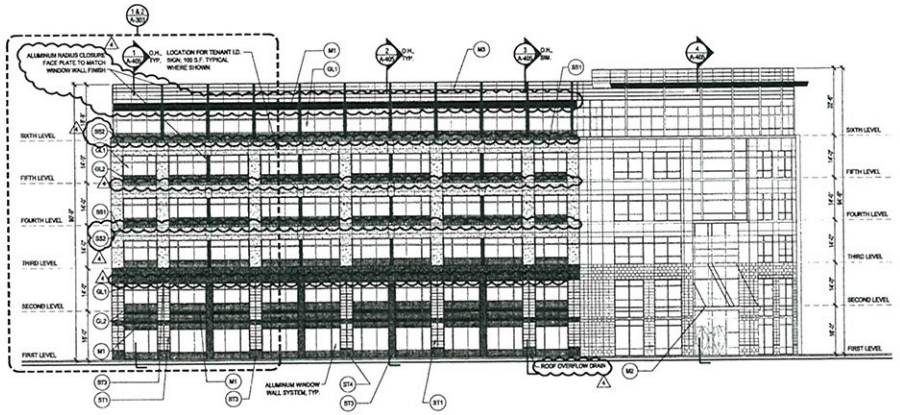
CONSULTANT CONTACT: [illegible]
CONSULTANT TELEPHONE: [illegible]

TITLE: EXTERIOR ELEVATIONS
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

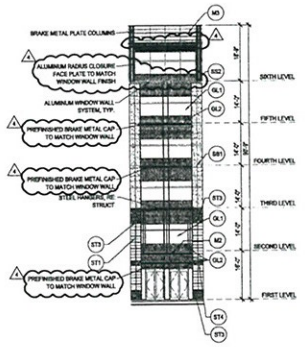
DRAWING NO. A-300
SHEET OF
TITLE: EXTERIOR ELEVATIONS



3 WEST ELEVATION
1/16" = 1'-0"



2 EAST ELEVATION
1/16" = 1'-0"



1 PARTIAL ELEVATION AT BACK ENTRY
1/16" = 1'-0"

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 3" SAND CAV. OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

IW1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 8" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 8" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW3 - DEFRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X', GYPSUM BD. EA. SIDE, 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-499.

IW4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 8" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE, TO 8" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 4" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 4" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL# U-495.

IW7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-419.

IW8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-16 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

IW9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-495.

IW10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 8" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

IW11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495.

IW12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS, GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 3/A-216, ER-2264, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 5/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

GENERAL NOTES:

1. PROVIDE KEY LOCK BOX, LOCATE PER FIRE DEPARTMENT REQUIREMENTS, VERIFY LOCATION WITH ARCHITECT.
2. PAINT ALL EXPOSED UTILITY EQUIPMENT, PIPES, CONDUIT, ETC. TO MATCH ADJACENT FINISH MATERIAL.
3. PROVIDE TEMPERED/SAFETY GLASS AS REQUIRED BY GOVERNING JURISDICTION.

MATERIALS LEGEND:

- ST1 STONE VENEER - 34" RENAISSANCE, CARAMEL, SMOOTH-FACED, ADHERED OVER SUBSTRATE, RE: 19/A-512.
- ST2 NOT USED.
- ST3 STONE VENEER - 34" RENAISSANCE, MONTECITO CUSTOM BLEND - CUMBERLAND (BEIGNE), ROCKED-FACED ADHERED OVER SUBSTRATE RE: 19/A512.
- ST4 STONE VENEER - 34" RENAISSANCE, CARAMEL, ROCK-FACED, ADHERED OVER SUBSTRATE RE: 19/A-512.
- CB1 CEMENT BOARD STUCCO SYSTEM FIELD - FINE TEXTURE, COLOR TO BE SELECTED (EIR-1094)
- CB2 CEMENT BOARD STUCCO SYSTEM ACCENT - FINE TEXTURE, COLOR TO BE SELECTED (EIR-1094)
- GL1 1" TINTED INSULATING GLASS UNITS (VISION)
- GL2 1" TINTED, INSULATING SPANDREL GLASS
- M1 PREFINISHED COMPOSITE METAL SANDWICH PANEL
- M2 PREFINISHED METAL SUN CONTROL
- M3 PREFINISHED COMPOSITE METAL PANEL SYSTEM, ESR PFC-4091
- C1 INTEGRALLY COLORED, SPLIT-FACED CONCRETE MASONRY UNIT (CMU)
- PC1 INTEGRALLY COLORED, CONCRETE MASONRY UNIT CAP

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP, L.P.
PROJECT MGR.
DETAILER
TELEPHONE 720.279.6466
FAX 720.279.6341
E-MAIL
PROJECT NUMBER 1964
STATE NUMBER

SEM
OF NEVADA, LLC
6775 S Colorado Blvd
Suite 300
Denver CO 80246
303.220.9900
303.220.9922 fax
www.13sem.com

JAMES TODD DECKER
REGISTERED
No. 9880
DATE SIGNED
OF NEVADA

DRAWN BY

TITLE: EXTERIOR ELEVATIONS

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY.MM.DD): 2007-05-07

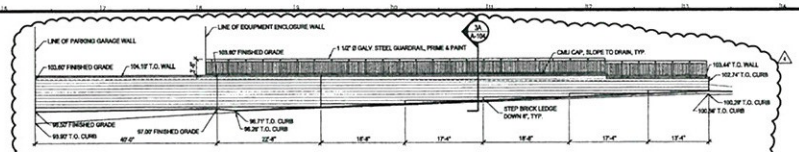
CONSULTANT PROJECT MGR.

CONSULTANT PROJECT NUMBER

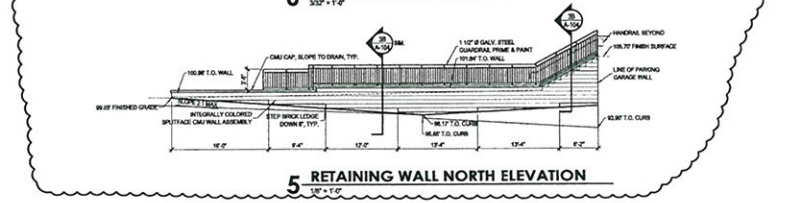
REV	DATE (YYYY.MM.DD)	DESCRIPTION
1	2007.08.03	CITY SUBMITTAL
2	2007.10.05	CITY SUBMITTAL
3	2007.11.16	CITY SUBMITTAL
4	2008.01.04	CITY SUBMITTAL
5	2008.02.15	CITY SUBMITTAL
6	2008.03.14	CITY SUBMITTAL
7	2008.04.25	CITY SUBMITTAL
8	2008.05.16	CITY SUBMITTAL
9	2008.06.27	CITY SUBMITTAL
10	2008.07.18	CITY SUBMITTAL
11	2008.08.29	CITY SUBMITTAL
12	2008.09.19	CITY SUBMITTAL
13	2008.10.31	CITY SUBMITTAL
14	2008.11.21	CITY SUBMITTAL
15	2009.01.02	CITY SUBMITTAL
16	2009.02.13	CITY SUBMITTAL
17	2009.03.27	CITY SUBMITTAL
18	2009.04.17	CITY SUBMITTAL
19	2009.05.29	CITY SUBMITTAL
20	2009.06.19	CITY SUBMITTAL
21	2009.07.31	CITY SUBMITTAL
22	2009.08.21	CITY SUBMITTAL
23	2009.10.02	CITY SUBMITTAL

DRAWING NO: A-301
SHEET OF

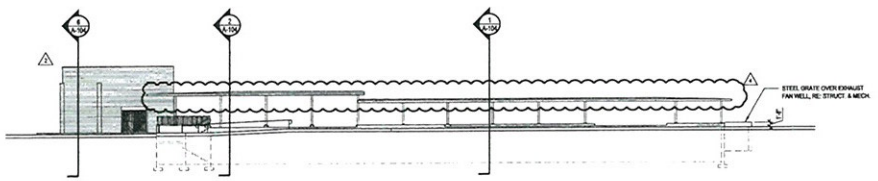
TITLE: EXTERIOR ELEVATIONS



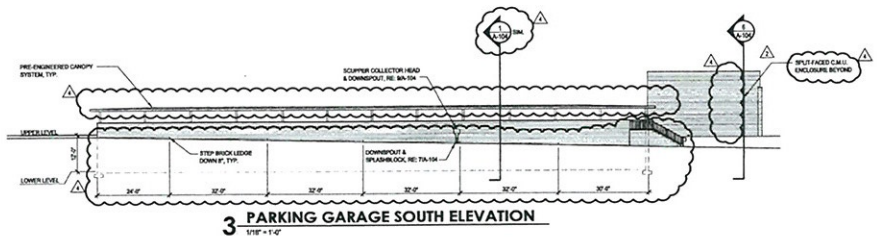
6 RETAINING WALL SOUTH ELEVATION
3/32" = 1'-0"



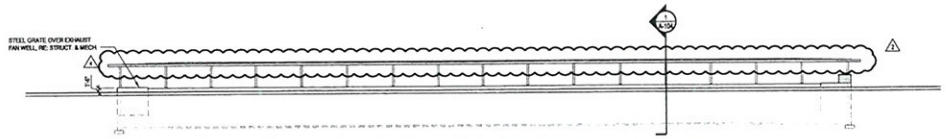
5 RETAINING WALL NORTH ELEVATION
1/8" = 1'-0"



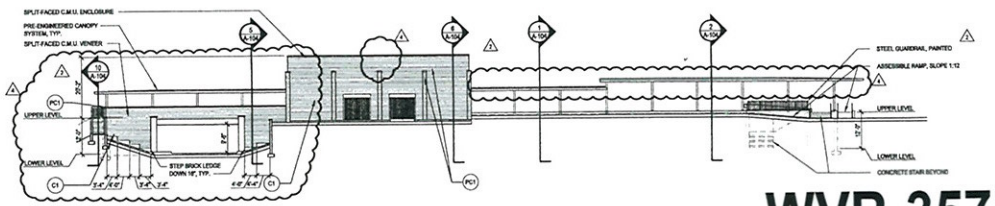
4 PARKING GARAGE NORTH ELEVATION
1/16" = 1'-0"



3 PARKING GARAGE SOUTH ELEVATION
1/16" = 1'-0"



2 PARKING GARAGE WEST ELEVATION
1/16" = 1'-0"



1 PARKING GARAGE EAST ELEVATION
1/16" = 1'-0"

RECEIVED
AUG 2 1 2009
CITY OF LA
PLANNING

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 8" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM, ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW E GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-19 (5 1/2") FOIL FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-465.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2A-210, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791; COMPOSITE FLOOR ASSEMBLY OF 2 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

MATERIALS LEGEND:

- ST1 STONE VENEER - 3/4" RENAISSANCE, CARAMEL, SMOOTH-FACED, ADHERED OVER SUBSTRATE, RE: 18/A-512.
- ST2 NOT USED.
- ST3 STONE VENEER - 3/4" RENAISSANCE, MONTECITO CUSTOM BLEND - CUMBERLAND (SIENNA), ROCKED-FACED ADHERED OVER SUBSTRATE RE: 18/A-512.
- ST4 STONE VENEER - 3/4" RENAISSANCE, CARAMEL, ROCK-FACED ADHERED OVER SUBSTRATE, RE: 18/A-512.
- ST1 CEMENT BOARD STUCCO SYSTEM FIELD - FINE TEXTURE, COLOR TO BE SELECTED FROM MFR.
- ST2 CEMENT BOARD STUCCO SYSTEM ACCENT - FINE TEXTURE, COLOR TO BE SELECTED FROM MFR.
- GL1 1" TINTED INSULATING GLASS UNITS (VISION)
- GL2 1" TINTED, INSULATING SPANDREL GLASS
- M1 PREFINISHED COMPOSITE METAL SANDWICH PANEL
- M2 PREFINISHED METAL SUN CONTROL
- M3 PREFINISHED COMPOSITE METAL PANEL SYSTEM, ESR PFC-4291
- C1 INTEGRALLY COLORED, SPLIT-FACED CONCRETE MASONRY UNIT (CMU)
- PC1 INTEGRALLY COLORED, CONCRETE MASONRY UNIT CAP

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR
CONTACT: K. KELLY
TELEPHONE: 720.274.5444
FACSIMILE: 720.274.5445
E-MAIL: kkelly@lauth.net
PROJECT NUMBER: 7594
STATE LICENSE#:

SEM
OF NEVADA LLC
6773 S Edmonds Blvd
Suite 100
Draper, UT 84020
801 233 8900
801 233 8901 Fax
www.SEMarchitects.com

JAMES TODD DECKER
REGISTERED
No. 7900
DATE SIGNED
OCT 27 2009
STATE OF NEVADA

DRAWN BY: JTD

PROJECT
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

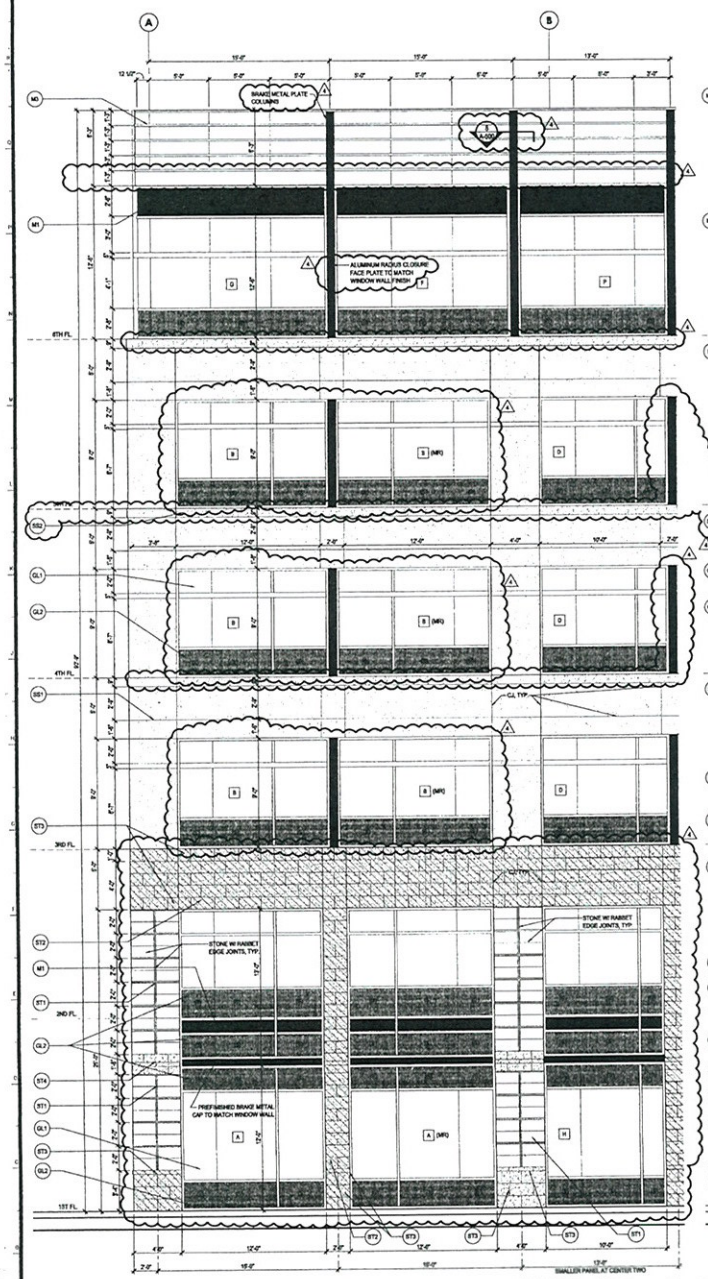
TITLE
PARKING GARAGE ELEVATIONS

NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-08-21	PLANNING SUBMITTAL
2	2009-09-18	PLANNING RESUBMITTAL
3	2009-10-08	PLANNING RESUBMITTAL
4	2009-10-27	PLANNING RESUBMITTAL

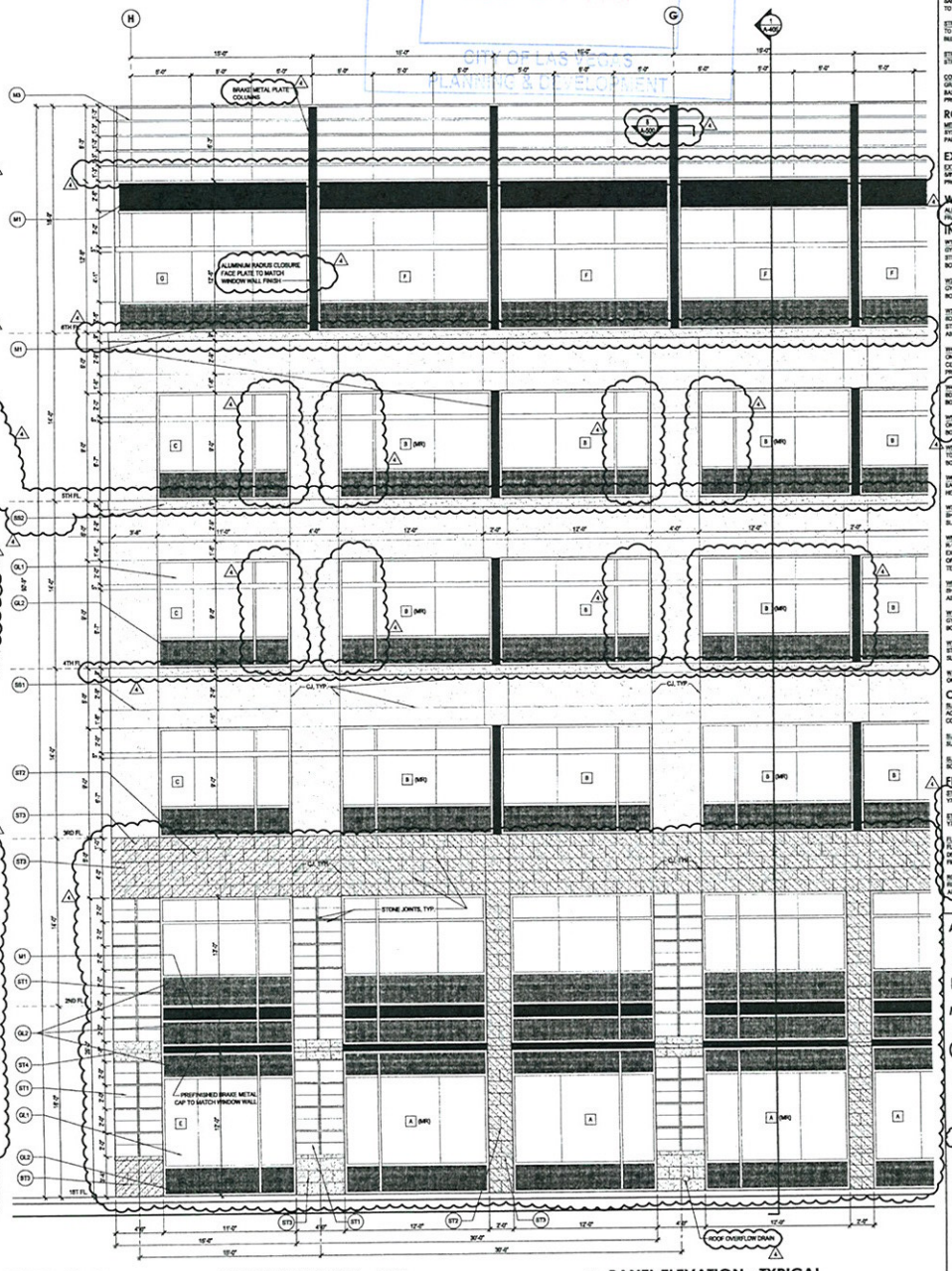
CAD (YYYY-MM-DD): 2009-10-27
CONSULTANT CONTACT:
CONSULTANT JOB NUMBER: 0918.00

DRAWING NO. A-302
SHEET OF
TITLE: PARKING GARAGE ELEVATIONS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



3 PANEL ELEVATION - SMALL
1/4" = 1'-0"



2 PANEL ELEVATION - END
1/8" = 1'-0"

1 PANEL ELEVATION - TYPICAL
1/4" = 1'-0"

WVR-35710

10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 6" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAY, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED B/S.O.W.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" MTL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 3-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 3-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 3-HOUR RATED ASSEMBLY, UL # U-495.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-10 (3 1/2") FOIL FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-495.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. DYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 39A-210, E39-2244, COMPLIANCE TO ASTM C636, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. E39-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. E39-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741. SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ABBREVIATIONS LEGEND:

(S) SPANDREL GLASS
(M) PREFINISHED METAL PANE INSERTED IN WINDOW FRAME
(MR) MIRROR
A WINDOW TYPE, RE: SHEET A602

MATERIALS LEGEND:

ST1 STONE VENEER - 3/4" RENAISSANCE, CARAMEL, SMOOTH-FACED ADHERED OVER SUBSTRATE, RE: 18M-512.
ST2 NOT USED.
ST3 STONE VENEER - 3/4" RENAISSANCE, MONTECITO CUSTOM BLEND - CUMBERLAND (BENNA), ROCKED-FACED ADHERED OVER SUBSTRATE RE: 18M-512.
ST4 STONE VENEER - 3/4" RENAISSANCE, CARAMEL, ROCK-FACED ADHERED OVER SUBSTRATE, RE: 18M-512.
ST5 CEMENT BOARD STUCCO SYSTEM FIELD - FINE TEXTURE, COLOR TO BE SELECTED (S788-1084)
ST6 CEMENT BOARD STUCCO SYSTEM ACCENT - FINE TEXTURE, COLOR TO BE SELECTED (S788-1084)
GL1 1" TINTED INSULATING GLASS UNITS (VISION)
GL2 1" TINTED, INSULATING SPANDREL GLASS
M1 PREFINISHED COMPOSITE METAL SANDWICH PANEL
M2 PREFINISHED METAL SUN CONTROL
M3 PREFINISHED COMPOSITE METAL PANEL SYSTEM, ESR PFC-4091
C1 INTEGRALLY COLORED, SPLIT-FACED CONCRETE MASONRY UNIT (CMU)
PC1 INTEGRALLY COLORED, CONCRETE MASONRY UNIT CAP

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MANAGER: R. KELLY
CONTACT: R. KELLY
TELEPHONE: 702.270.6466
FACSIMILE: 702.270.6468
E-MAIL: rkelly@lauth.net
PROJECT NUMBER: 7944
STATE NUMBER:

SEM
SEM of NEVADA LLC
8775 S Colorado Blvd
Suite 100
Denver CO 80246
303 220 8900
303 220 8999
www.SEMarchitects.com

DAVID TODD DICKEY
No. 8098
REGISTERED
STATE OF NEVADA
DATE SIGNED
8-17-2009

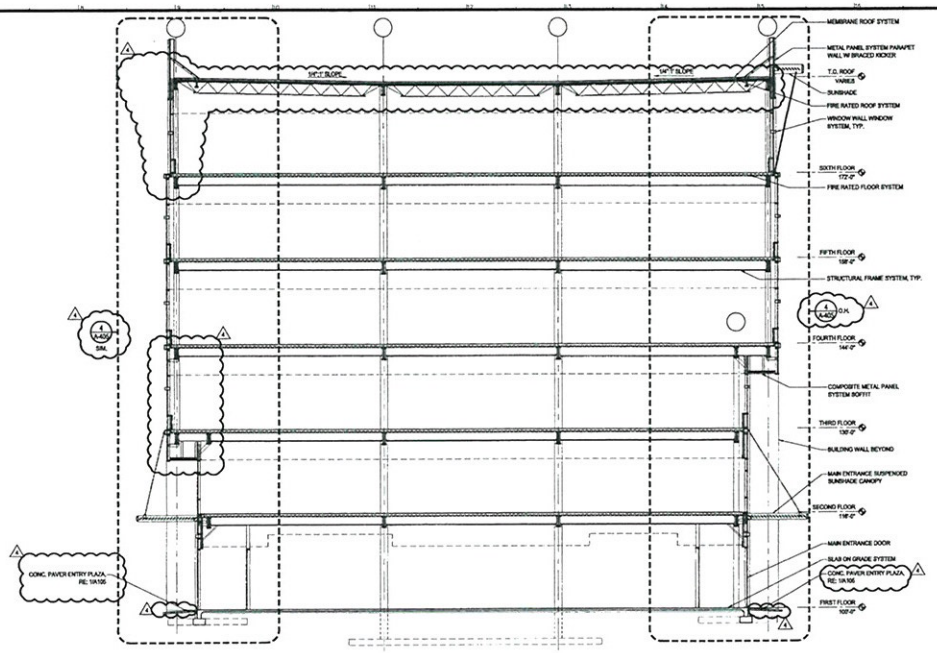
TITLE: PANEL ELEVATIONS
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE	DESCRIPTION
2009-08-20	CITY REVIEW
2009-08-21	CITY REVIEW

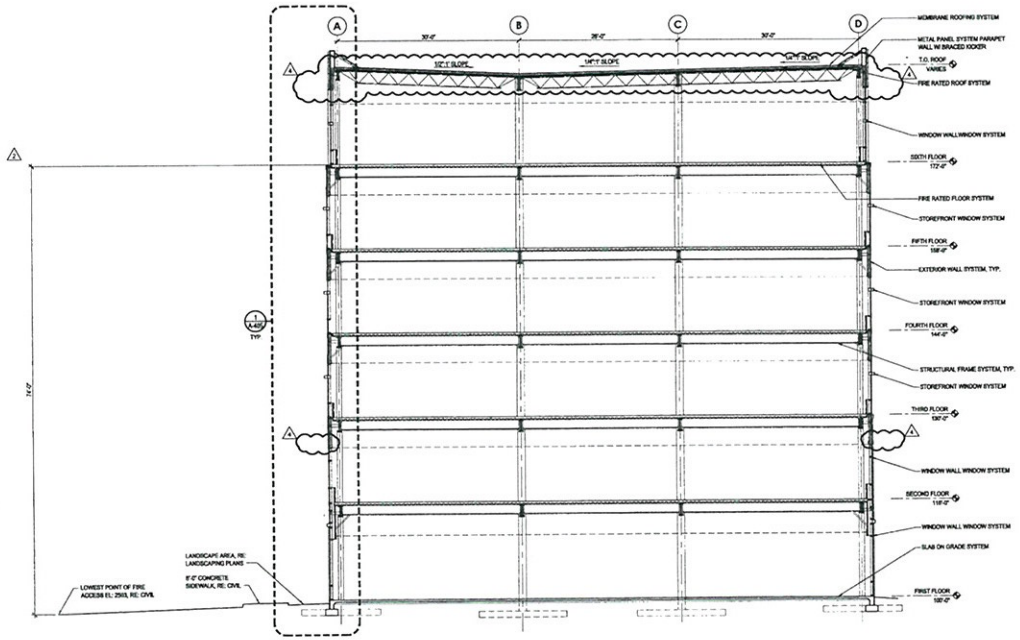
CONSULTANT: SEM of NEVADA LLC
CONSULTANT PROJECT NUMBER: 05-1870

DRAWING NO. A-303
SHEET OF

TITLE: PANEL ELEVATIONS



2 BUILDING SECTION - THRU ENTRY
1/8" = 1'-0"



1 BUILDING SECTION
1/8" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 2" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. T.A. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-465.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W9 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-499.

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS, DYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2/A-210, EN-2244, COMPLIANCE TO CBSE, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. EN-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. EN-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D786 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 2" D. 20 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
ARCHITECT: SEM
CONTACT: R. KELLY
TELEPHONE: 720-279-5400
FAX: 720-279-5401
E-MAIL: rkelly@sem-nevada.com
PROJECT MANAGER: TBH
STATE NUMBER:

SEM
OF NEVADA LLC
877 S Colorado Blvd
Suite 200
Denver CO 80246
303 200 8900
303 200 8901
www.SEMarchitects.com

DAVID TODD RECHER
REGISTERED
No. 6080
DATE SIGNED
ARCHITECT
STATE OF NEVADA
MAY 2009

CERTIFICATE OF AUTHORITY

TITLE: BUILDING SECTIONS

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY-MM-DD)	DESCRIPTION
2009-05-27	PLANNING SET
2009-06-26	PLANNING SET
2009-07-31	PLANNING SET
2009-08-19	PLANNING SET

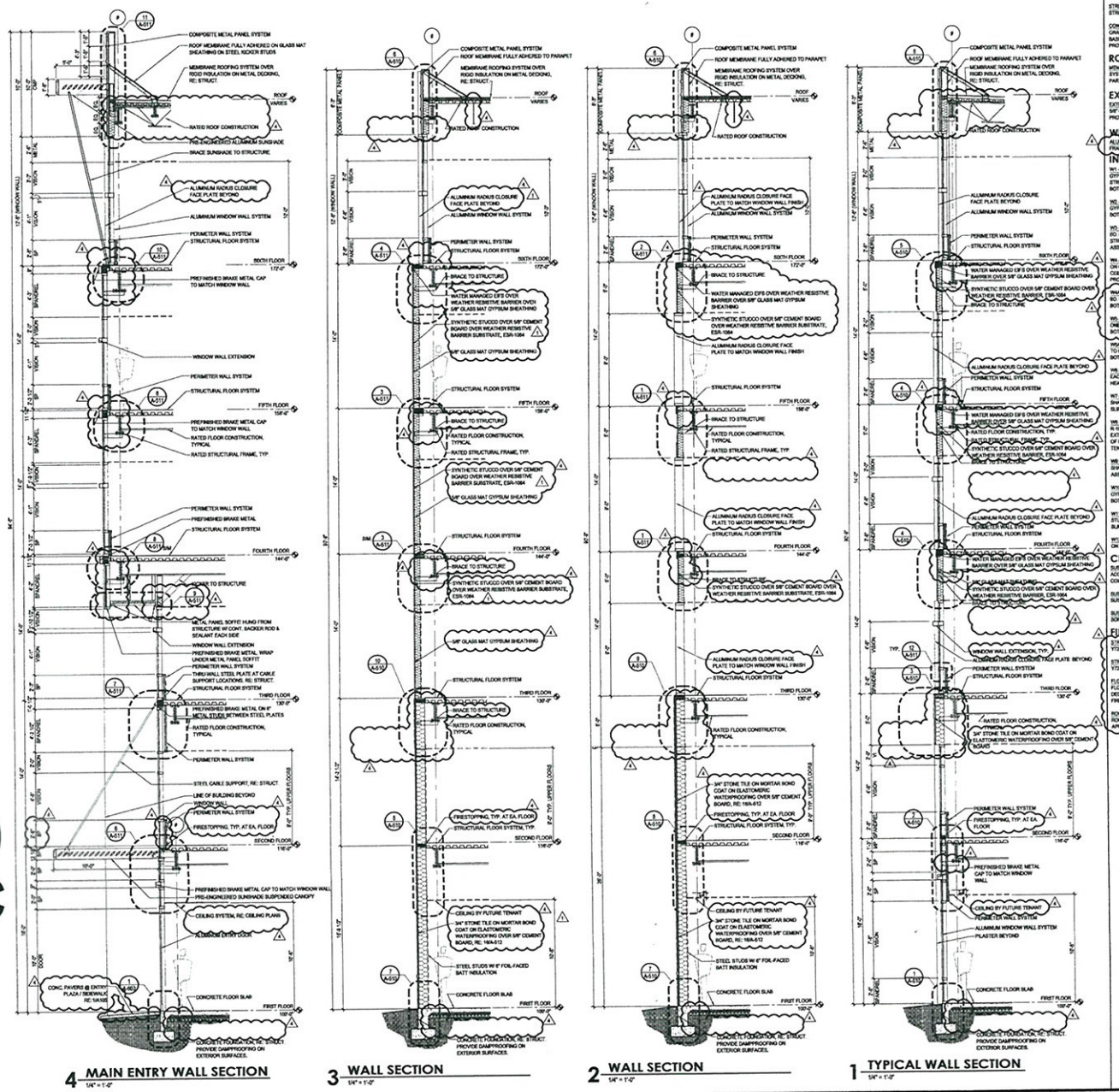
PROJECT CONTACT: Neil Rose
CONSULTANT PROJECT NUMBER: 0810.03

REV	DATE (YYYY-MM-DD)
1	2009-08-20

DRAWING NO. A-400
SHEET OF
TITLE: BUILDING SECTIONS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



WVR-35710
10/08/09 PC

RECEIVED
AUG 2 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 6" AGGREGATE BASE COURSE, REFER TO CIVIL

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE, 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 3-HOUR RATED ASSEMBLY, UL # U-465.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL #U-465.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-19 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL, HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANTS, N.I.C.

W8 - MECHANICAL SHAFT WALL: 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. 1-HOUR RATED ASSEMBLY, UL # U-490

W10 - INTERIOR WALL SYSTEM: 6" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-305.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALLS. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: 2A-216, ER-2344, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. S771 & U.L. V726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. S771 & U.L. V726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ABBREVIATIONS

CMP = COMPOSITE METAL PANEL
MP = METAL PANEL
SP = SPANDREL GLASS
VI = VISION PANEL

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K. KELLY
DEPARTMENT: DEVELOPMENT
PHONE: 732-274-5241
FAX:
E-MAIL: kkelly@lauthpt.com
ADDRESS: 2 PARAGON PKWY, 7TH FLOOR, MANSFIELD, MA 02048

SEM
OF NEVADA LLC
437 S. Cotorado Blvd
Suite 200
Denver, CO 80246
303 220 0104 tel
303 220 0108 fax
www.StructMetric.com

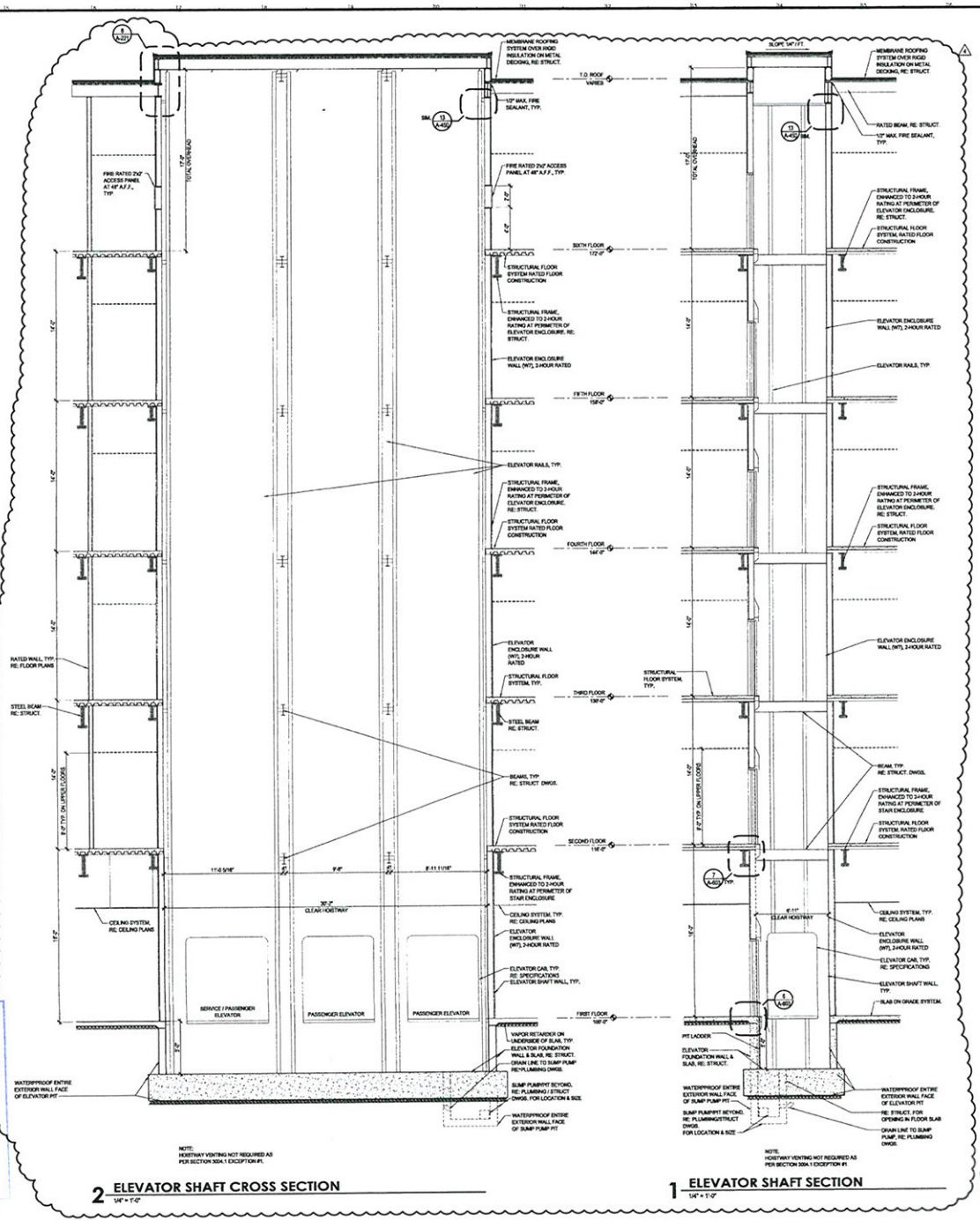
DONALD TODD DECKER
No. 6080
REGISTERED
STRUCTURAL ENGINEER
STATE OF NEVADA
DATE SIGNED 8/21/2009

NO.	DATE (YYYY.MM.DD)	DESCRIPTION
1	2009.08.21	PLANNING SUBMITTAL

DRAWN BY: [illegible]
CHECKED BY: [illegible]
CONSULTANT CONTACT: [illegible]
PROJECT NO.: [illegible]
DATE: 2009.08.21

TITLE: WALL SECTIONS
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO. A-405
SHEET OF
TITLE: WALL SECTIONS



RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

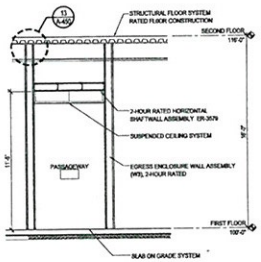
LAUTH
866.848.6500 · www.lauth.net
LAUTH PROPERTY GROUP
SEM of NEVADA LLC
JAMES TODD DECKER REGISTERED ARCHITECT STATE OF NEVADA No. 6080 DATE SIGNED: MAY 27 2009

DESCRIPTION
ISSUE DATE (MY/DAY/YR)
CONSULTANT CONTACT
CONSULTANT JOB NUMBER
DRAWN BY
CHECKED BY
REV

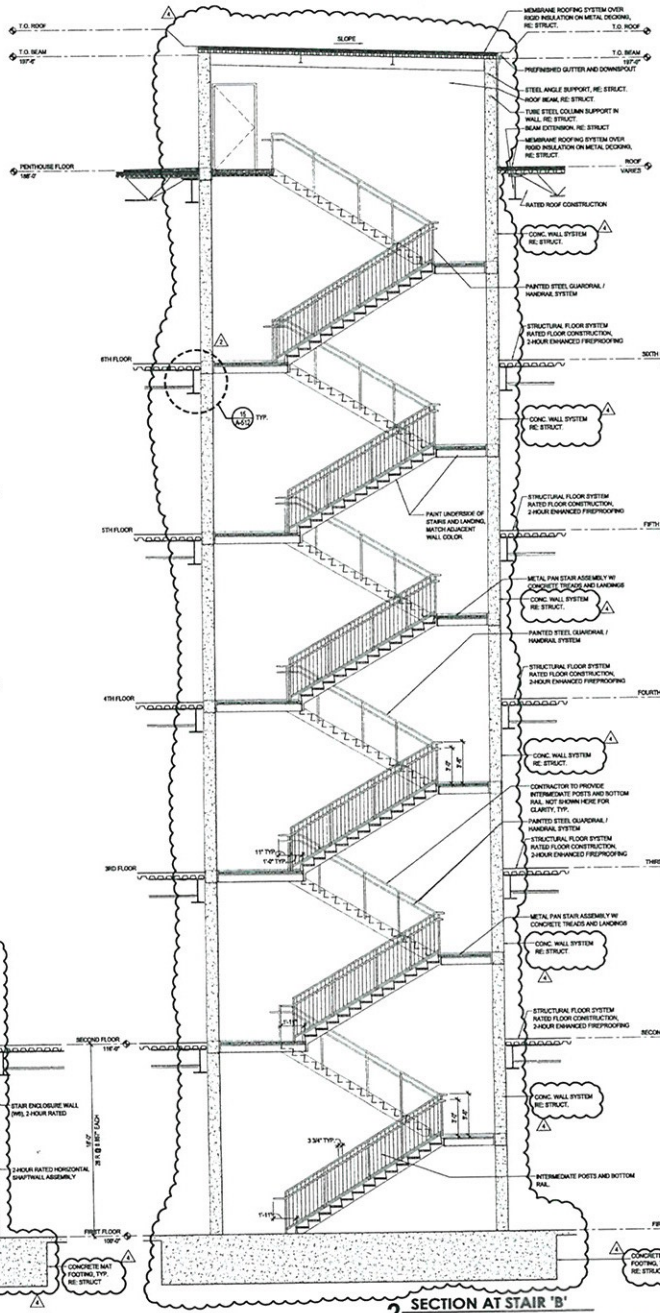
TITLE: ELEVATOR SECTIONS
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO. A-410
SHEET OF
TITLE: ELEVATOR SECTIONS

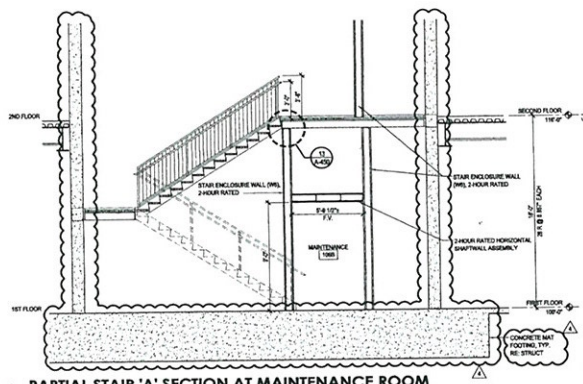
RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



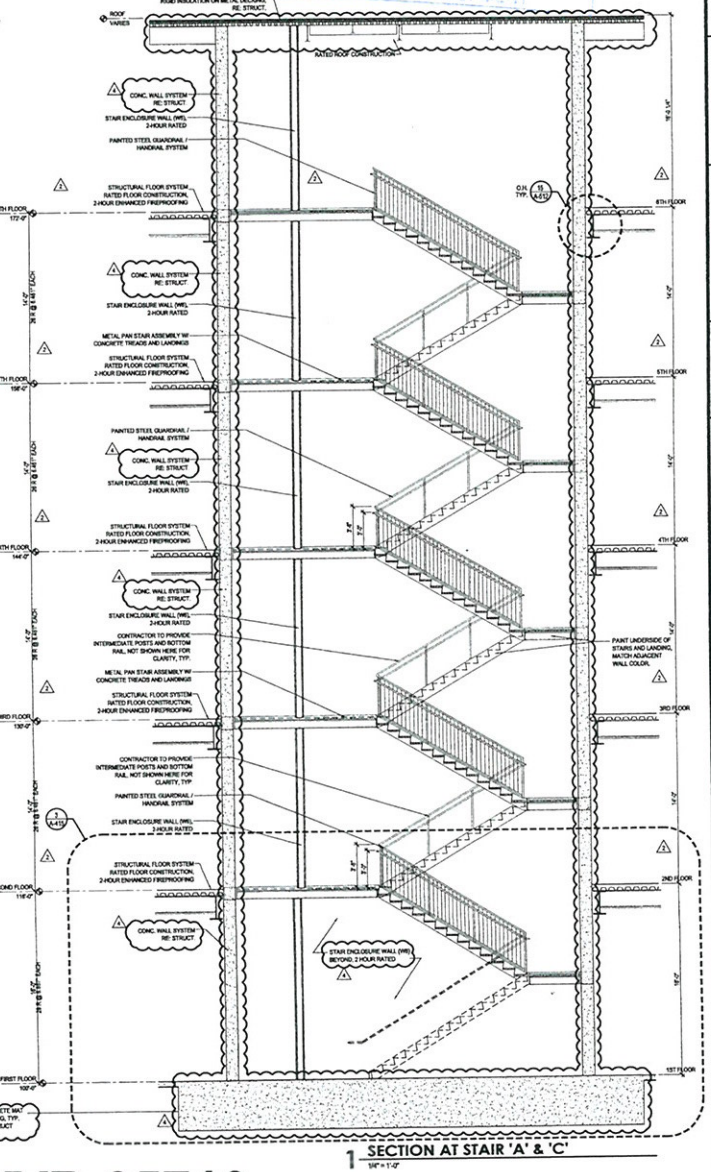
4 SECTION AT PASSAGEWAY
1/4" = 1'-0"



2 SECTION AT STAIR 'B'
1/4" = 1'-0"



3 PARTIAL STAIR 'A' SECTION AT MAINTENANCE ROOM
1/4" = 1'-0"



1 SECTION AT STAIR 'A' & 'C'
1/4" = 1'-0"

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K. KELLY
TELEPHONE: 732.219.6500
FAX: 732.219.6501
EMAIL: kkelly@lauth.net
STREET ADDRESS: 1700 Route 23 North
SUITE NUMBER: 305
Wayne, NJ 07470

SEM
OF NEVADA LLC
6725 S Grand Blvd
Suite 200
Las Vegas, NV 89146
Tel 702.221.0000
Fax 702.221.0104
www.SEMarchitects.com

CERTIFIED BY: JULIE TODD DECKER, REGISTERED ARCHITECT, STATE OF NEVADA, No. 7050
DATE SIGNED: 8 27 2009

TITLE: STAIR SECTIONS
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

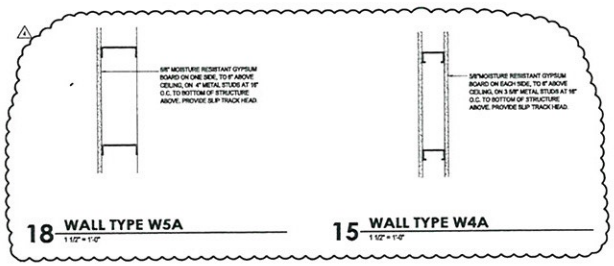
DESCRIPTION	DATE (YYYY-MM-DD)	ADD'L
CONSULTANT CONTACT		
CONSULTANT COMMENTS		

DRAWING NO. A-415
SHEET
OF
TITLE: STAIR SECTIONS

WVR-35710
10/08/09 PC

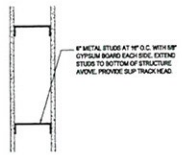
WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

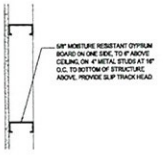


18 WALL TYPE W5A 1 1/2" = 1'-0"

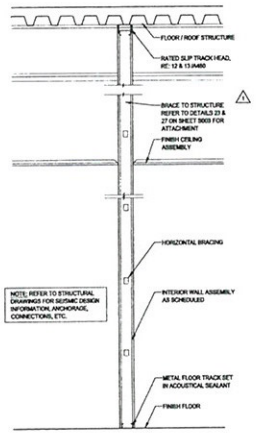
15 WALL TYPE W4A 1 1/2" = 1'-0"



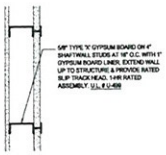
10 WALL TYPE W10 1 1/2" = 1'-0"



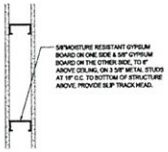
5 WALL TYPE W5 1 1/2" = 1'-0"



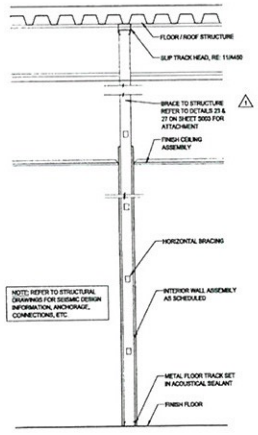
17 SECTION AT RATED WALL 3/4" = 1'-0"



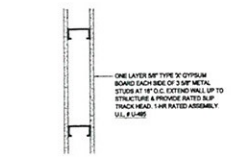
9 WALL TYPE W9 1 1/2" = 1'-0"



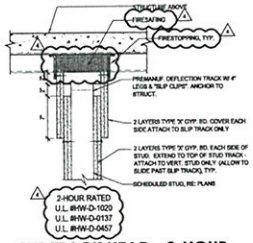
4 WALL TYPE W4 1 1/2" = 1'-0"



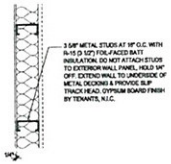
16 SECTION AT TYPICAL WALL 3/4" = 1'-0"



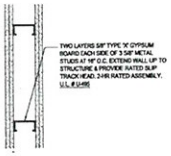
14 WALL TYPE W11 1 1/2" = 1'-0"



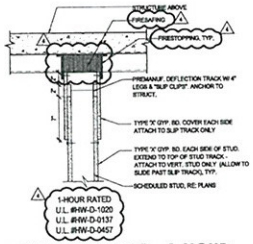
13 SLIP TRACK HEAD - 2-HOUR 1 1/2" = 1'-0"



8 WALL TYPE W8 1 1/2" = 1'-0"

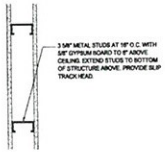


3 WALL TYPE W3 1 1/2" = 1'-0"

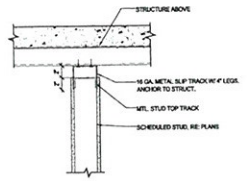


12 SLIP TRACK HEAD - 1-HOUR 1 1/2" = 1'-0"

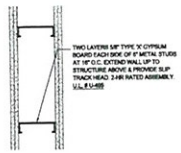
7 WALL TYPE W7 1 1/2" = 1'-0"



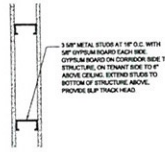
2 WALL TYPE W2 1 1/2" = 1'-0"



11 SLIP TRACK HEAD - TYPICAL 1 1/2" = 1'-0"



6 WALL TYPE W6 1 1/2" = 1'-0"



1 WALL TYPE W1 1 1/2" = 1'-0"

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
PROJECT ADDRESS
TELEPHONE
FAX
E-MAIL
PROJECT NUMBER
STATE NUMBER

SEM of NEVADA LLC
877 S Colorado Blvd
Suite 200
Denver, CO 80246
303 320 8900
303 320 0788 fax
www.SEMarchitects.com

DAVID TODD DECKER
No. 6080
REGISTERED
ARCHITECT
STATE OF NEVADA
DATE SIGNED
MAY 7 2009

TITLE: WALL TYPES

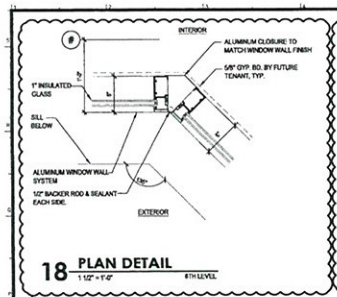
PROJECT
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

NO	DATE (YYYY-MM-DD)	DESCRIPTION
1	2007-05-07	PLAN CHECK
2	2007-08-03	PLAN CHECK
3	2007-10-05	PLAN CHECK
4	2008-01-04	PLAN CHECK
5	2008-03-07	PLAN CHECK
6	2008-05-05	PLAN CHECK
7	2008-07-07	PLAN CHECK
8	2008-09-08	PLAN CHECK
9	2008-11-10	PLAN CHECK
10	2009-01-12	PLAN CHECK
11	2009-03-16	PLAN CHECK
12	2009-05-18	PLAN CHECK
13	2009-07-20	PLAN CHECK
14	2009-09-21	PLAN CHECK

CONSULTANT CONTACT
CONSULTANT JOB NUMBER

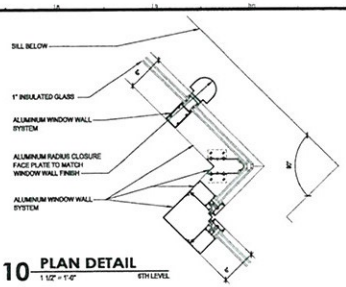
DRAWING NO. A-450
SHEET OF
TITLE: WALL TYPES

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

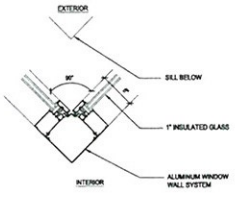


18 PLAN DETAIL 1 1/2" = 1'-0" 6TH LEVEL

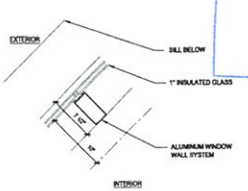
14 NOT USED



10 PLAN DETAIL 1 1/2" = 1'-0" 5TH LEVEL

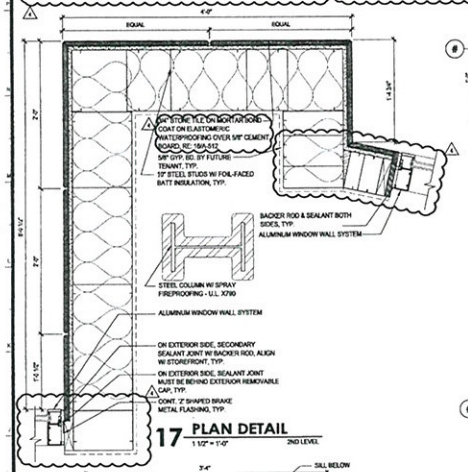


9 PLAN DETAIL 1 1/2" = 1'-0" 6TH LEVEL

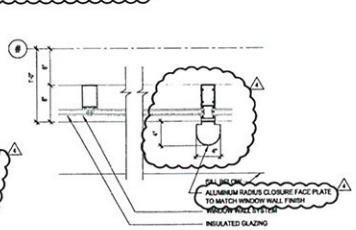


5 PLAN DETAIL 1 1/2" = 1'-0" 6TH LEVEL

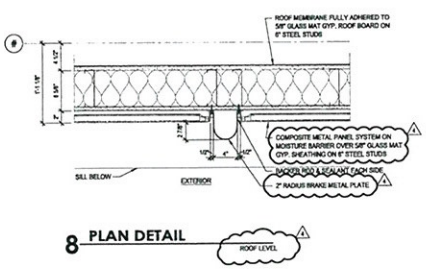
4 PLAN DETAIL 1 1/2" = 1'-0" 6TH LEVEL



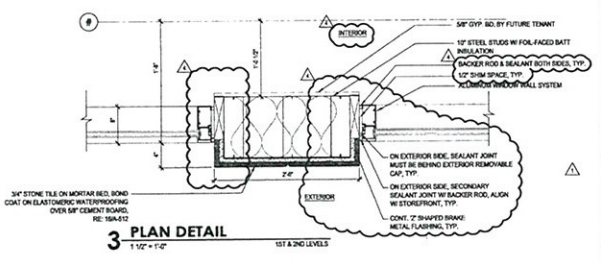
17 PLAN DETAIL 1 1/2" = 1'-0" 2ND LEVEL



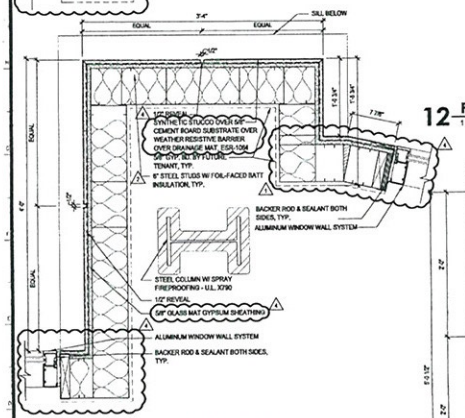
13 PLAN DETAIL 1 1/2" = 1'-0" 3RD, 4TH, & 5TH LEVELS



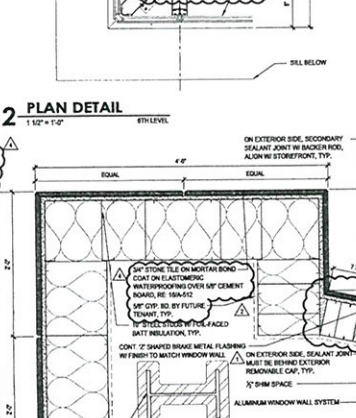
8 PLAN DETAIL ROOF LEVEL



3 PLAN DETAIL 1 1/2" = 1'-0" 1ST & 2ND LEVELS

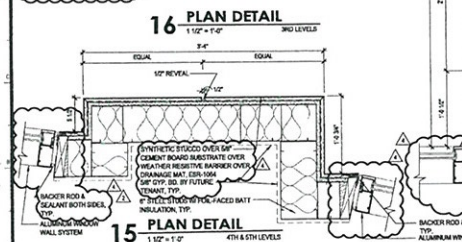


16 PLAN DETAIL 1 1/2" = 1'-0" 3RD LEVELS

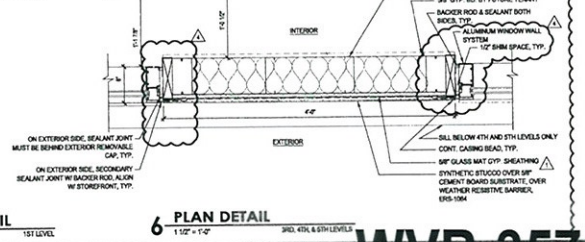


12 PLAN DETAIL 1 1/2" = 1'-0" 6TH LEVEL

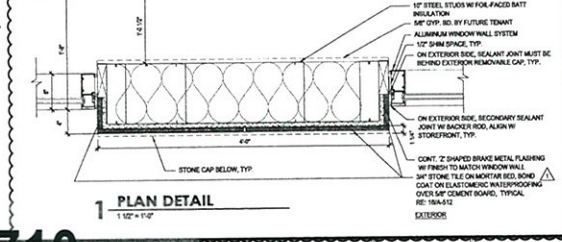
11 PLAN DETAIL 1 1/2" = 1'-0" 1ST LEVEL



15 PLAN DETAIL 1 1/2" = 1'-0" 4TH & 5TH LEVELS



6 PLAN DETAIL 1 1/2" = 1'-0" 3RD, 4TH, & 5TH LEVELS



1 PLAN DETAIL 1 1/2" = 1'-0"

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP, LLC
PROJECT: MCE
CONTACT: R. KELLY
TELEPHONE: 732.272.5244
FACSIMILE: 732.272.5245
E-MAIL: rkelly@lauth.net
STREET ADDRESS: 1 Gateway Center, Suite 420
CITY, STATE, ZIP CODE: Newark, NJ 07102

SEM of NEVADA LLC
421 E Colorado Blvd Suite 200
Denver CO 80203
303 320 9708 fax
www.SEMarchitects.com

CERTIFIED: PAVEL TODD DECEV, REGISTERED, No. 6080, ARCHITECT, STATE OF NEVADA

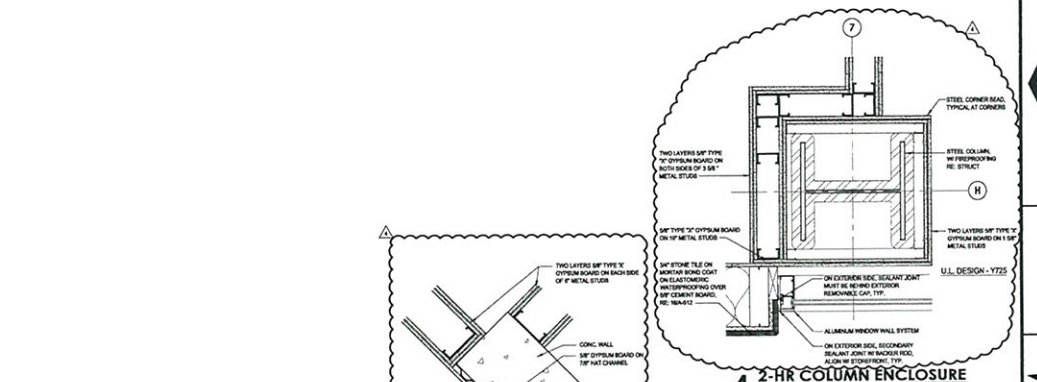
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

TITLE: PLAN DETAILS

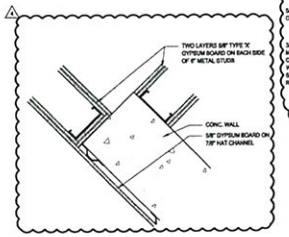
NO.	DESCRIPTION	DATE
1	PLANNING SUBMITTAL	08/21/09

DRAWING NO. A-500
SHEET OF
TITLE: PLAN DETAILS

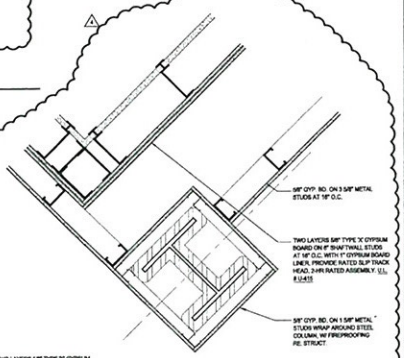
WVR-35710
10/08/09 PC



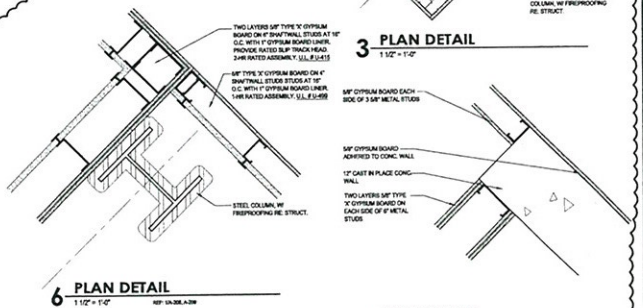
4 2-HR COLUMN ENCLOSURE
1 1/2" = 1'-0"



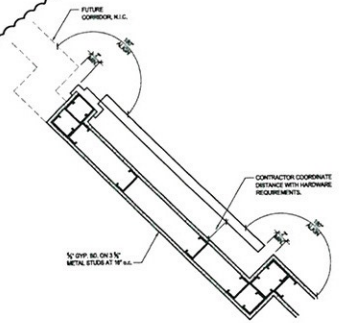
7 PLAN DETAIL
1 1/2" = 1'-0"



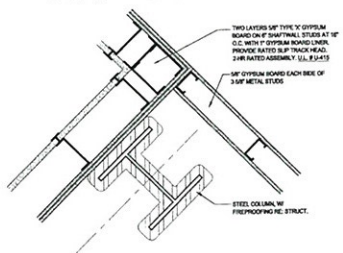
3 PLAN DETAIL
1 1/2" = 1'-0"



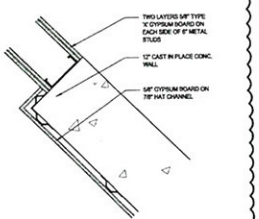
6 PLAN DETAIL
1 1/2" = 1'-0"



8 PASSAGEWAY DOOR JAMB DETAIL
1 1/2" = 1'-0"



5 PLAN DETAIL
1 1/2" = 1'-0"



2 PLAN DETAIL
1 1/2" = 1'-0"

1 PLAN DETAIL
1 1/2" = 1'-0"

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP

SEM
SEM NEVADA LLC
5975 S Colorado Blvd
Suite 400
Denver CO 80246
303 220 8900
303 220 8990 Fax
www.SEMarchitects.com

DAVID TODD DECKER
REGISTERED
No. 6080
ARCHITECT
STATE OF NEVADA

CERTIFIED BY:
DATE SIGNED:
AUG 27 2009

TITLE: PLAN DETAILS

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

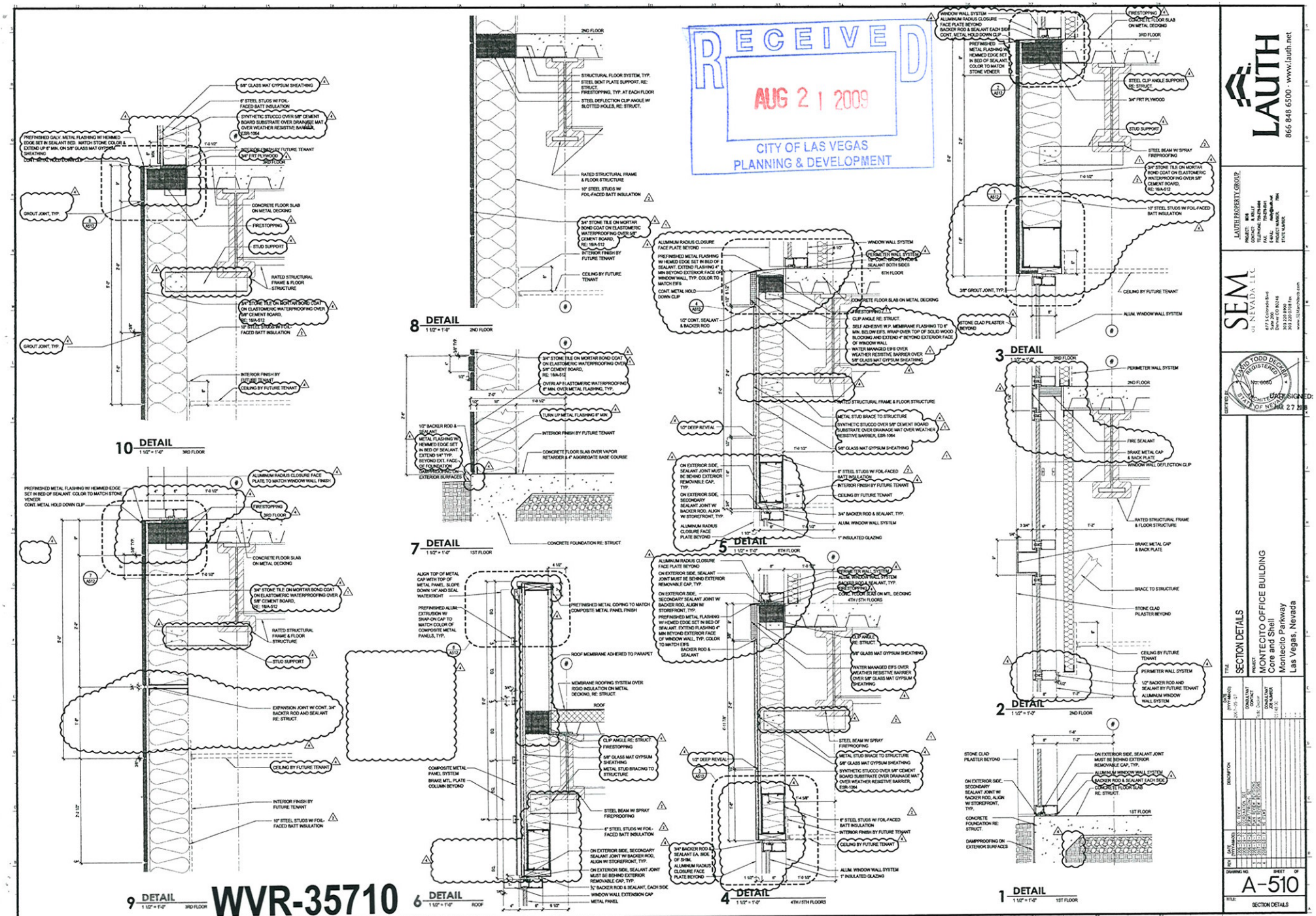
NO.	DESCRIPTION	DATE
1	PLAN REVISIONS	2009-03-13
2	PLAN REVISIONS	2009-05-11
3	PLAN REVISIONS	2009-07-13
4	PLAN REVISIONS	2009-08-11

DRAWING NO. A-501
SHEET 1 OF

TITLE: PLAN DETAILS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC



WVR-35710

10/08/09 PC

LAUTH
866 848 6500 - www.lauth.net

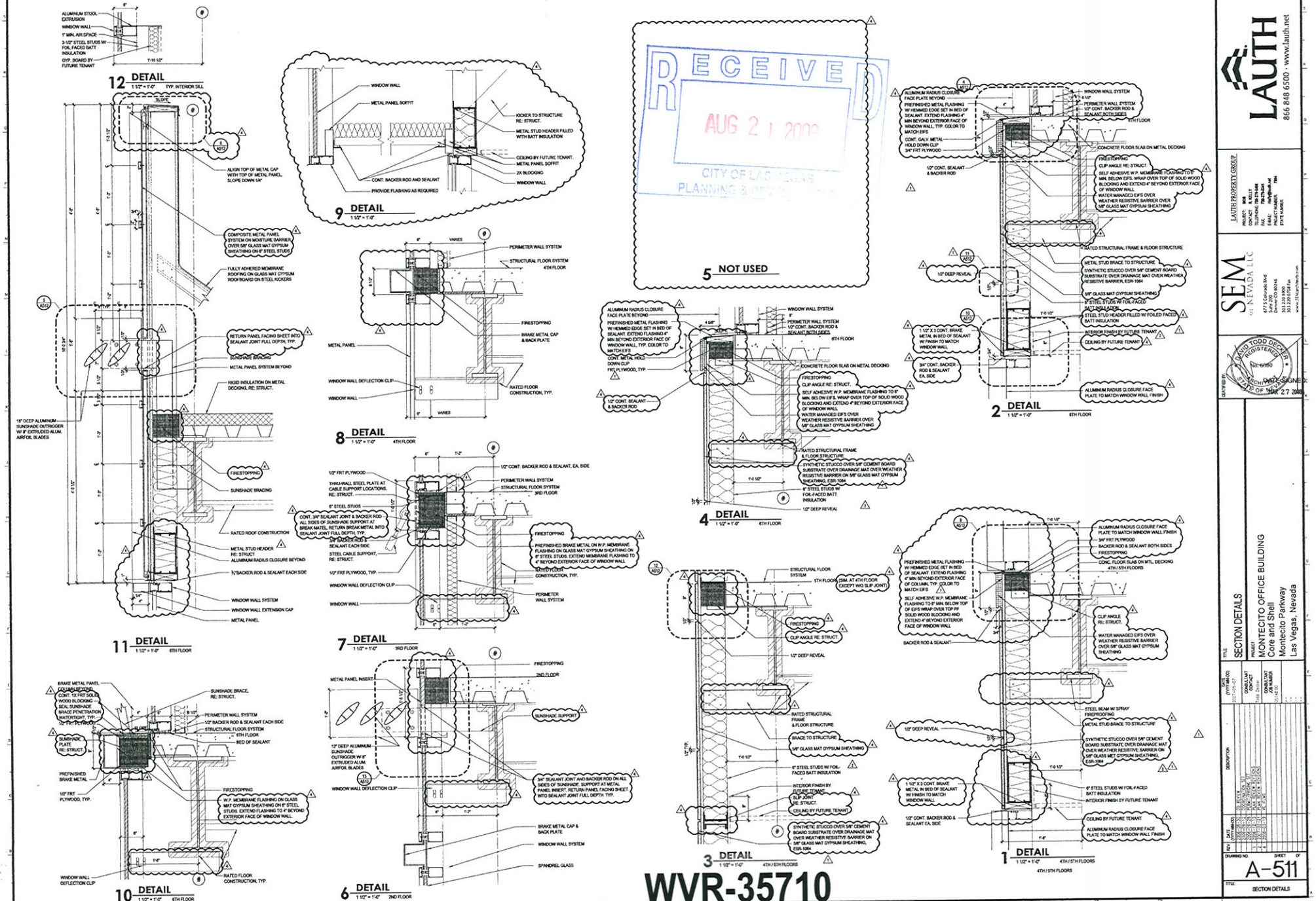
LAUTH PROPERTY GROUP

SEM
SEM NEVADA LLC
6715 Caballero Blvd
Suite 200
Buena Park, CA 90620
303 220 8000
303 220 0708 fax
www.SEMarchitects.com

DONALD TODD DECKER
REGISTERED
No. 6660
STATE OF NEVADA
DATE SIGNED: MAR 27 2008

TITLE: SECTION DETAILS
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

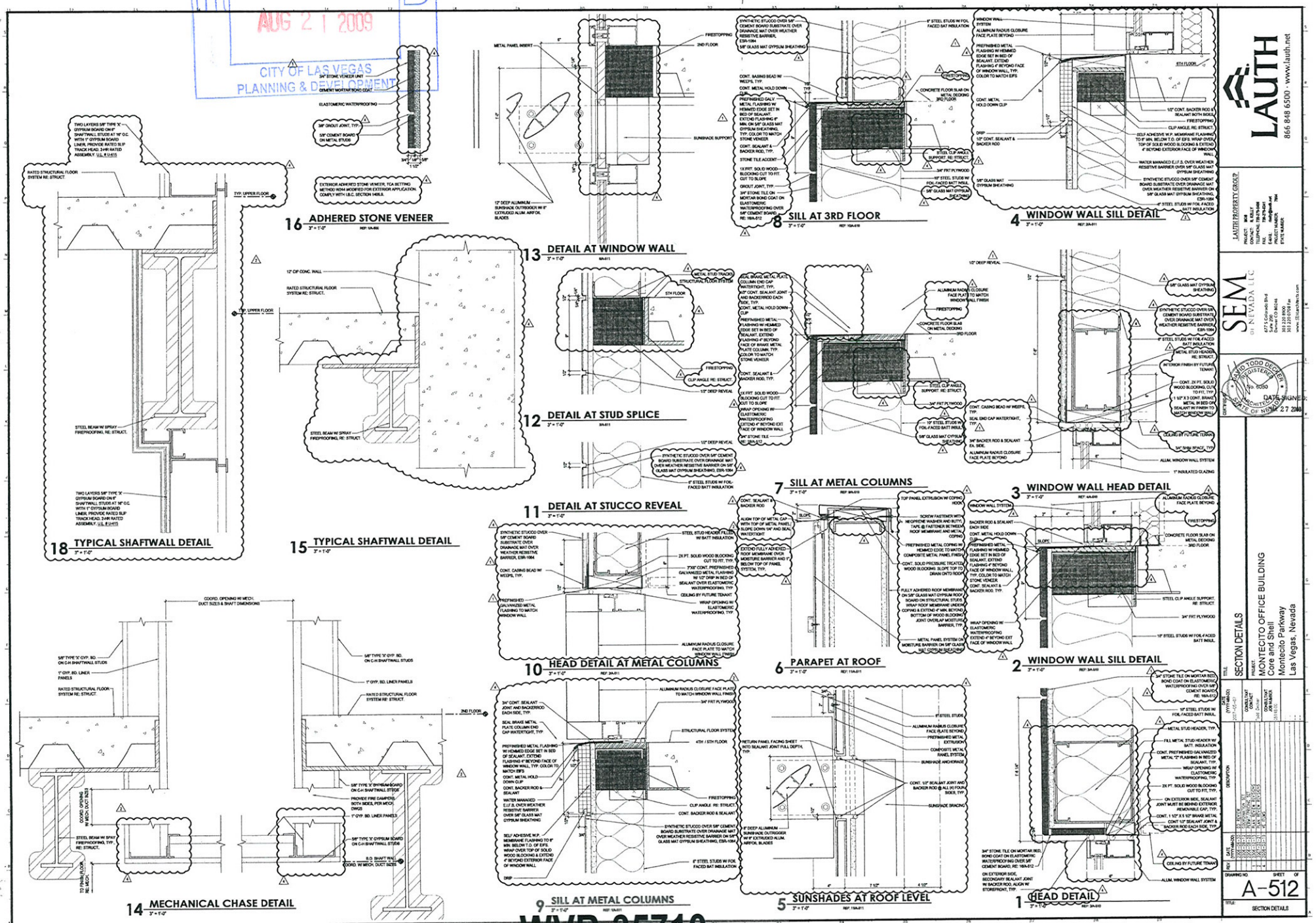
DRAWING NO. A-510
SHEET OF
TITLE: SECTION DETAILS



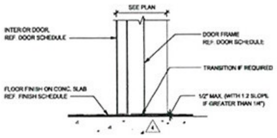
WVR-35710

10/08/09 PC

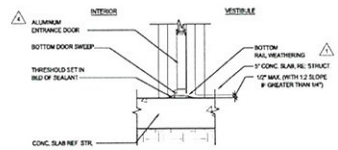
RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



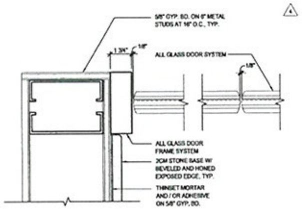
WVR-35710
10/08/09 PC



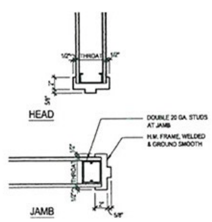
6 THRESHOLD @ INT. DOOR
1 1/2"=1'-0"



5 INTERIOR ENTRANCE SILL DETAIL
1 1/2"=1'-0"

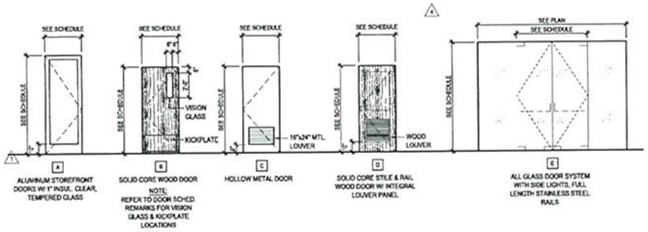


4 JAMB DETAIL
3" = 1'-0"



3 HOLLOW METAL HEAD & JAMB
1 1/2" = 1'-0"

2 FRAME ELEVATIONS
1/4" = 1'-0"



1 DOOR TYPES
1/4" = 1'-0"

SEE PLANS FOR DOOR SWINGS

DOOR AND FRAME SCHEDULE

KEY	ROOM NAME	SIZE	DOOR FIRE RATING (MINS.)	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	FRAME MATERIAL	FRAME FINISH	FRAME ELEVATION	SIGNAGE	HEAD	JAMB	SILL	HDWR SET	REMARKS
FIRST LEVEL															
100-A	EXTERIOR / VESTIBULE	PR. 3'-0" X 10'-0"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	*	1/A-603	A.1	1 & 2
100-B	EXTERIOR / VESTIBULE	PR. 3'-0" X 10'-0"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	*	1/A-603	A	
101-A	VESTIBULE	PR. 3'-0" X 10'-0"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	*	5/A-608	B.1	
101-B	VESTIBULE	PR. 3'-0" X 10'-0"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	*	5/A-608	B	
101-C	LOBBY TENANT ENTRY	PR. 3'-0" X 8'-10"		E	GLASS	*	SST	PO.	-	*	*	4/A-600	*	10	FINISH (SATIN -4), 11
101-D	LOBBY TENANT ENTRY	PR. 3'-0" X 8'-10"		E	GLASS	*	SST	PO.	-	*	*	4/A-600	*	10	FINISH (SATIN -4), 11
103-A	VESTIBULE	PR. 3'-0" X 10'-0"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	*	5/A-608	B	
103-B	VESTIBULE	PR. 3'-0" X 10'-0"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	*	5/A-608	B.1	
103-C	LOBBY TENANT ENTRY	PR. 3'-0" X 8'-10"		E	GLASS	*	SST	PO.	-	*	*	4/A-600	*	10	FINISH (SATIN -4), 11
103-D	LOBBY TENANT ENTRY	PR. 3'-0" X 8'-10"		E	GLASS	*	SST	PO.	-	*	*	4/A-600	*	10	FINISH (SATIN -4), 11
104-A	EXTERIOR / VESTIBULE	PR. 3'-0" X 10'-0"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	*	1/A-603	D	1
104-B	EXTERIOR / VESTIBULE	PR. 3'-0" X 10'-0"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	*	1/A-603	D.1	2
105	EXTERIOR	3'-0" X 7'-3 1/2"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	3/A-603	1/A-603	C	
106-A	STAIR 'A'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
106-B	MAINTENANCE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		4	3, W/O VISION GLASS
107	NOT USED	—	—	—	—	—	—	—	—	—	—	—	—	—	
108	STAIR 'B'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
109	MAIL ROOM	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	A	3/A-600	3/A-600		1	
110-A	NOT USED	—	—	—	—	—	—	—	—	—	—	—	—	—	
110-B	NOT USED	—	—	—	—	—	—	—	—	—	—	—	—	—	
111	NOT USED	—	—	—	—	—	—	—	—	—	—	—	—	—	
112-A	ELECTRICAL	3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		4	5
112-B	ELECTRICAL CLOSET	3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		5	5
112-C	ELECTRICAL CLOSET	3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		5	5
113	TELEPHONE / COMMUNICATIONS	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		12	
114	JANITOR	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	A	3/A-600	3/A-600		12	
115	PASSAGEWAY	PR. 3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	-	-	8/A-501	-	7	10
116	WOMEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
117	NOT USED	—	—	—	—	—	—	—	—	—	—	—		—	—
118	MEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
119	NOT USED	—	—	—	—	—	—	—	—	—	—	—		—	—
120	STAIR 'C'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
121	FIRE RISER	3'-0" X 7'-3 1/2"		A	ALUM.	CLR.	ALUM.	CLR.	-	B	2/A-603	*	1/A-603	C	9
122-A	EXTERIOR / ELECTRICAL	7'-6" X 7'-3 1/2"		A	ALUM.	CLR.	ALUM.	CLR.	-	B	2/A-603	*	1/A-603	C	9
122-B	EXTERIOR / ELECTRICAL	7'-6" X 7'-3 1/2"		A	ALUM.	CLR.	ALUM.	CLR.	-	B	2/A-603	*	1/A-603	C	9
123	EXTERIOR	3'-0" X 7'-3 1/2"	—	A	ALUM.	CLR.	ALUM.	CLR.	-	—	2/A-603	*	1/A-603	C	1
124	FIRE COMMAND CENTER	3'-0" X 7'-3 1/2"		A	ALUM.	CLR.	ALUM.	CLR.	-	B	3/A-603	*	1/A-603	C	9
125	CLOSET	3'-0" X 8'-6"	-	-	MDF	VS	SST.	-	-	-	-	-	-	11	12
126	LOBBY	PR. 3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	-	-	8/A-501	-	7	10
127	LOBBY	PR. 3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	-	-	8/A-501 SIM.	-	7	10
SECOND LEVEL															
202	CORRIDOR / ELEVATOR LOBBY	PR. 2'-10" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		7	10
206	STAIR 'A'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
207	STAIR 'A' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
208	STAIR 'B'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
209	STAIR 'B' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
211	NOT USED	—	—	—	—	—	—	—	—	—	—	—	—	—	
212	ELECTRICAL	3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		4	5
213	TELEPHONE / COMMUNICATIONS	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		12	
214	JANITOR	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	A	3/A-600	3/A-600		12	
216	WOMEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
218	MEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
219	STAIR 'C' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
220	STAIR 'C'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
THIRD LEVEL															
302	CORRIDOR / ELEVATOR LOBBY	PR. 2'-10" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		7	10
306	STAIR 'A'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
307	STAIR 'A' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
308	STAIR 'B'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
309	STAIR 'B' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
311	NOT USED	—	—	—	—	—	—	—	—	—	—	—	—	—	
312	ELECTRICAL	3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		4	5
313	TELEPHONE / COMMUNICATIONS	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		12	
314	JANITOR	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	A	3/A-600	3/A-600		12	
316	WOMEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
318	MEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
319	STAIR 'C' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
320	STAIR 'C'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
FOURTH LEVEL															
402	CORRIDOR / ELEVATOR LOBBY	PR. 2'-10" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		7	10
406	STAIR 'A'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
407	STAIR 'A' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
408	STAIR 'B'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
409	STAIR 'B' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
411	NOT USED	—	—	—	—	—	—	—	—	—	—	—	—	—	
412A	ELECTRICAL	3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		4	5
412B	ELECTRICAL CLOSET	PR. 3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		5	5
413	TELEPHONE / COMMUNICATIONS	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		12	
414	JANITOR	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	A	3/A-600	3/A-600		12	
416	WOMEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
418	MEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
419	STAIR 'C' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
420	STAIR 'C'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3

DOOR SCHEDULE LEGEND:

MATERIALS
- S.C. SOLID CORE WOOD
- MDF MEDIUM DENSITY FIBERBOARD
- H.M. HOLLOW METAL
- ALUM. ALUMINUM
- SST. STAINLESS STEEL

FINISH
- ANOD. ANODIZED
- CLR. CLEAR FINISH
- PT. PAINT
- PO. POLISH
- VS VERTICAL SURFACING: GAGECAST, BILTMORE, GC 100(SS/RLK)

DOOR SIGNAGE:
- TYPE A ROOM NAME W/ BRAILLE
- TYPE B ROOM NAME, BRAILLE & CODE REQUIRED INFORMATION
- TYPE C ROOM NAME, BRAILLE AND ACCESSIBILITY SYMBOLS

DOOR AND FRAME SCHEDULE

KEY	ROOM NAME	SIZE	DOOR FIRE RATING (MINS.)	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	FRAME MATERIAL	FRAME FINISH	FRAME ELEVATION	SIGNAGE	HEAD	JAMB	SILL	HDWR SET	REMARKS
FIFTH LEVEL															
502	CORRIDOR / ELEVATOR LOBBY	PR. 2'-10" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		7	10
506	STAIR 'A'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
507	STAIR 'A' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
508	STAIR 'B'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
509	STAIR 'B' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
511	NOT USED	—	—	—	—	—	—	—	—	—	—	—	—	—	
512	ELECTRICAL	3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		4	5
513	TELEPHONE / COMMUNICATIONS	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		12	
514	JANITOR	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	A	3/A-600	3/A-600		12	
516	WOMEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
518	MEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
519	STAIR 'C' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
520	STAIR 'C'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
SIXTH LEVEL															
602	CORRIDOR / ELEVATOR LOBBY	PR. 2'-10" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		7	10
606	STAIR 'A'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
607	STAIR 'A' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
608	STAIR 'B'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
609	STAIR 'B' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
611	NOT USED	—	—	—	—	—	—	—	—	—	—	—	—	—	
612A	ELECTRICAL	3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		4	5
612B	ELECTRICAL CLOSET	PR. 3'-0" X 8'-10"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		5	5
613	TELEPHONE / COMMUNICATIONS	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600		12	
614	JANITOR	3'-0" X 8'-10"	—	C	S.C.	PT.	H.M.	PT.	1	A	3/A-600	3/A-600		12	
616	WOMEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
618	MEN'S RESTROOM	3'-0" X 8'-10"	—	B	S.C.	CLR.	H.M.	PT.	1	C	3/A-600	3/A-600		2	
619	STAIR 'C' VESTIBULE	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
620	STAIR 'C'	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	—	3/A-600	3/A-600		3	3
621	ELEVATOR CONTROLS	3'-0" X 8'-10"	90 MIN.	B	S.C.	CLR.	H.M.	PT.	1	B	3/A-600	3/A-600		12	
PENTHOUSE															
P1	STAIR 'B' / ROOF	3'-0" x 7'-0"	—	C	H.M.	PT.	H.M.	PT.	1	—	3/A-600	3/A-600	15/A-221	8	
P2	ELECTRICAL CLOSET / ROOF	PR. 3'-0" X 7'-0"	1 HR.	C	H.M.	PT.	H.M.	PT.	1	B	3/A-600	3/A-600	15/A-221	5	5
PARKING GARAGE															
G1	FIRE RISER ROOM	3'-0" x 7'-0"	—	C	H.M.	PT.	H.M.	PT.	1	—	—	5/A500 SIM.	—	8	4" HEAD AT FRAME

HARDWARE GROUPS

STOREFRONT DOORS

HARDWARE GROUP A (MAIN ENTRY PAIR)
- 2 PR OFFSET PIVOT HINGES
- 4 EA INTERMEDIATE PIVOT HINGES
- 2 EA CONCEALED CLOSERS
- 1 EA DEADBOLT & 3 POINT LOCKING DEVICE
- 2 SETS PUSH/PULL HANDLE A
- 1 EA THRESHOLD
- 1 SET WEATHER-STRIPPING
- 1 EA SIGN "THIS DOOR TO REMAIN UNLOCKED ..."

HARDWARE GROUP B (VESTIBULE PAIR)
- 2 PR OFFSET PIVOT HINGES
- 4 EA INTERMEDIATE PIVOT HINGES
- 1 EA CONCEALED CLOSER
- 2 SETS PUSH/PULL HANDLE A
- 1 SET WEATHER-STRIPPING

HARDWARE GROUP C (EXIT DOOR)
- 1 PR OFFSET PIVOT HINGES
- 2 EA INTERMEDIATE PIVOT HINGES
- 1 EA CLOSER
- 1 EA RIM EXIT DEVICES
- 1 EA PULL HANDLE B
- 1 EA THRESHOLD
- 1 SET WEATHER-STRIPPING

HARDWARE GROUP D (ENTRY PAIR)
- 2 PR OFFSET PIVOT HINGES
- 2 EA INTERMEDIATE PIVOT HINGES
- 2 EA CONCEALED CLOSERS
- 2 EA CONCEALED VERTICAL ROD EXIT DEVICES
- 2 SETS PUSH / PULL HANDLE A
- 1 EA THRESHOLD
- 1 SET WEATHER-STRIPPING

(.1) POWER OPERATOR - PROVIDE POWER OPERATORS FOR BOTH EXTERIOR AND VESTIBULE DOORS, PROVIDE WALL MOUNTED AND BOLLARD MOUNTED ACTUATOR PROGRAMMED FOR SEQUENTIAL OPERATION.

INTERIOR DOORS

HARDWARE GROUP 1 (SERVICE ROOM)
- 2 PR BUTT HINGES
- 1 EA CLOSER
- 1 EA LATCHSET, PASSAGE FUNCTION
- 1 EA KICK PLATE, 8" H
- 1 EA WALL STOP

HARDWARE GROUP 2 (TOILET ROOMS)
- 2 PR BUTT HINGES
- 1 EA CLOSER
- 1 EA LATCHSET, PASSAGE FUNCTION
- 1 EA KICK PLATE, 8" H
- 1 EA WALL STOP

HARDWARE GROUP 3 (STAIR)
- 2 PR BUTT HINGES
- 1 EA CLOSER
- 1 EA PASSAGE SET
- 1 EA KICK PLATE, 8" H
- 1 EA WALL STOP
- 1 SET SMOKE SEALS

HARDWARE GROUP 4 (SERVICE ROOM, RATED)
- 2 PR BUTT HINGES
- 1 EA CLOSER
- 1 EA LOCKSET, STOREROOM FUNCTION
- 1 EA KICK PLATE, 8" H
- 1 EA WALL STOP
- 1 SET SMOKE SEALS

HARDWARE GROUP 5 (SERVICE ROOM, PAIR)
- 4 PR BUTT HINGES
- 2 EA CLOSER
- 2 EA LOCKSET WITH VERTICAL ROD, STOREROOM FUNCTION
- 2 EA KICK PLATE, 8" H
- 2 EA WALL STOP

HARDWARE GROUP 6 (CORRIDOR)
- 2 PR BUTT HINGES
- 1 EA CLOSER
- 1 EA LATCHSET, PASSAGE FUNCTION
- 1 EA WALL STOP
- 1 SET SMOKESEALS

HARDWARE GROUP 7 (ELEVATOR LOBBY PAIR)
- 4 PR BUTT HINGES
- 2 EA OVERHEAD HOLDER / CLOSER
- 2 EA LATCHSET, PASSAGE FUNCTION
- 1 SET SMOKESEALS

DOORS CONTROLLED BY FIRE ALARM SYSTEM INTERFACED WITH HOLDER / CLOSER

HARDWARE GROUP 8 (TOILET STALL)
- 1 1/2 PR BUTT HINGES
- 1 EA LOCKSET, PRIVACY FUNCTION
- 1 EA KICK PLATE, 8" H
- 1 EA WALL STOP

HARDWARE GROUP 9 (H.M. EXTERIOR)
- 2 PR BUTT HINGES
- 1 EA CLOSER
- 1 EA LOCKSET, ENTRY FUNCTION
- 1 EA KICK PLATE, 8" H
- 1 EA WALL STOP
- 1 SET WEATHER-STRIPPING

HARDWARE GROUP 10 (MAIN LOBBY TENANT ENTRY)
- 1 EA FLOOR CLOSER
- 1 EA TOP PIVOT
- 1 EA BOTTOM PIVOT
- 1 SET LOCKING HARDWARE
- 2 EA HANDLES (PUSH-PULL TYPE)

HARDWARE GROUP 11 (VESTIBULE CLOSET)
- 4 EA CONCEALED CUP HINGES

HARDWARE GROUP 12 (UTILITY ROOM)
- 2 PR BUTT HINGES
- 1 EA CLOSER
- 1 EA LOCKSET, STOREROOM FUNCTION
- 1 EA KICK PLATE, 8" H
- 1 EA WALL STOP

GENERAL NOTES

1.) PROVIDE JAMB ANCHORS AS REQUIRED FOR PROPER CONNECTION TO ADJACENT PARTITION OR JAMB SUBSTRATE.
2.) SEE FLOOR PLAN FOR DOOR SWING TO DETERMINE HANGING.
3.) PAINT ALL STEEL DOORS AND FRAMES.
4.) FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION AT AREAS WHERE DOORS ARE TO BE INSTALLED.
5.) REFER TO SPECIFICATIONS FOR ALL GLAZING / GLASS TYPES.
6.) REFER TO DOOR SCHEDULE FOR ALL DOOR SIZES, MATERIAL, HARDWARE, AND FINISHES.
7.) VERIFY ALL INFORMATION WITH OWNER, ARCHITECT, AND CONTRACTOR.
8.) COORDINATE ALL INFORMATION WITH SHOP DRAWINGS.
9.) EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE, OR EFFORT.
10.) MANUALLY OPERATED FLUSH-BOLTS OR SURFACE BOLTS ARE PROHIBITED.
11.) PROVIDE 4" HEAD CONDITION AT ALL CMU WALL ASSEMBLIES.
12.) PROVIDE 5" HINGES ON ALL DOORS WIDER THAN 3'-0".
13.) PROVIDE "T" ANCHORS ON ALL MASONRY FRAMES, NO WIRE ANCHORS.
14.) ALL DOOR STOPS TO BE WALL TYPE WHERE POSSIBLE.
15.) MOUNT ALL DOOR OPERATING DEVICES (HANDLES, LATCHES, ETC) AT 48" A.F.F.

REMARKS LEGEND & DOOR SPECIFIC NOTES

1.) KNOX BOX OUTSIDE IN CLOSE PROXIMITY TO DOOR, AND AS REQUIRED BY THE FIRE DEPARTMENT
2.) PROVIDE POWER OPERATORS FOR DOOR LEAF SHOWN
3.) PROVIDE 8"x24" VISION GLASS.
4.) SIGNAGE - "ELEVATOR EQUIPMENT ROOM - NO STORAGE".
5.) SIGNAGE - "ELECTRICAL EQUIPMENT ROOM - NO STORAGE".
6.) SIGNAGE - "FIRE RISER ROOM - NO STORAGE".
7.) SIGNAGE - "FIRE ALARM CONTROL ROOM - NO STORAGE".
8.) SIGNAGE - "THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS".
9.) PROVIDE TINTED TEMPERED GLAZING.
10.) DOORS TO BE HELD OPEN. INTERLOCK HOLD OPEN DEVICES TO FIRE ALARM SYSTEM, DOORS TO CLOSE UPON ALARM SIGNAL.
11.) GLASS TO BE 5/8" CLEAR TEMPERED.
12.) REFER TO INTERIOR ELEVATION 1/A-721 FOR ADDITIONAL INFORMATION.

WVR-35710
10/08/09 PC

RECEIVED
AUG 2 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LAUTH
866 848 6500 · www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: MOB
CONTACT: R. KELLY
TELEPHONE: 728-279-4400
FAX: 728-279-4341
E-MAIL: rkelly@lauth.net
PROJECT NUMBER: 7894
STATE NUMBER:

SEM NEVADA LLC
677 S Colorado Blvd
Suite 200
Denver CO 80246
303 220 8900
303 220 0708 Fax
www.SEMarchitects.com

CERTIFIED BY:

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

TITLE: DOOR SCHEDULE

DATE (YYYY-MM-DD): 2007-06-07
CONSULTANT CONTACT: Todd Decker
CONSULTANT JOB NUMBER: 06148.00

REV	DATE (YYYY-MM-DD)	DESCRIPTION
	2008-08-13	CD REVIEW
	2008-09-12	COORDINATION SET
	2008-09-28	PERMIT/PRICING SET
1	2008-12-15	PLAN REVIEW REVISIONS
2	2007-02-21	PLAN REVIEW REVISIONS
4	2008-03-19	VE ITEMS
5	2008-09-16	INTERIOR FINISH REVISIONS

DRAWING NO: A-600
SHEET OF
TITLE: DOOR SCHEDULE

ROOM FINISH SCHEDULE

NO.	ROOM NAME	FLOOR	BASE	WALLS NORTH	WALLS EAST	WALLS SOUTH	WALLS WEST	CEILING	REMARKS
FIFTH LEVEL									
500	NOT USED	—	—	—	—	—	—	—	
501	NOT USED	—	—	—	—	—	—	—	
502	ELEVATOR LOBBY	CPT/ST	ST	WD	WD	WD	WD	PTD. GYP.	
503	NOT USED	—	—	—	—	—	—	—	
504	NOT USED	—	—	—	—	—	—	—	
505	NOT USED	—	—	—	—	—	—	—	
506	STAIR 'A'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
507	STAIR 'A' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
508	STAIR 'B'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
509	STAIR 'B' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
510	NOT USED	—	—	—	—	—	—	—	
511	VESTIBULE	CPT	VCB	WC1	WC1	WC1	WC1	PTD GYP.	
512	ELECTRICAL	SC	VCB	—	—	—	—	XS	
513	TELEPHONE / COMMUNICATIONS	SC	VCB	GYP.	GYP.	GYP.	GYP.	XS	
514	JANITOR	SC	VCB	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	
515	NOT USED	—	—	—	—	—	—	—	
516	WOMEN'S RESTROOM	ST	ST	ST	ST & WC	WC	WC	PTD WR / MR GYP.	
517	NOT USED	—	—	—	—	—	—	—	
518	MEN'S RESTROOM	ST	ST	WC	ST & WC	ST	WC	PTD WR / MR GYP.	
519	STAIR 'C' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
520	STAIR 'C'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
SIXTH LEVEL									
600	NOT USED	—	—	—	—	—	—	—	
601	NOT USED	—	—	—	—	—	—	—	
602	ELEVATOR LOBBY	CPT	ST	WD	WD	WD	WD	PTD GYP.	
603	NOT USED	—	—	—	—	—	—	—	
604	NOT USED	—	—	—	—	—	—	—	
605	NOT USED	—	—	—	—	—	—	—	
606	STAIR 'A'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
607	STAIR 'A' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
608	STAIR 'B'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
609	STAIR 'B' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
610	NOT USED	—	—	—	—	—	—	—	
611	VESTIBULE	CPT	VCB	WC1	WC1	WC1	WC1	PTD GYP.	
612A	ELECTRICAL	SC	VCB	—	—	—	—	XS	
612B	ELECTRICAL CLOSET	SC	VCB	GYP.	GYP.	GYP.	GYP.	XS	
613	TELEPHONE / COMMUNICATIONS	SC	VCB	GYP.	GYP.	GYP.	GYP.	XS	
614	JANITOR	SC	VCB	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	
615	NOT USED	—	—	—	—	—	—	—	
616	WOMEN'S RESTROOM	ST	ST	ST	ST & WC	WC	WC	PTD WR / MR GYP.	
617	NOT USED	—	—	—	—	—	—	—	
618	MEN'S RESTROOM	ST	ST	WC	ST & WC	ST	WC	PTD WR / MR GYP.	
619	STAIR 'C' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
620	STAIR 'C'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
621	ELEVATOR CONTROL	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
PENTHOUSE									
P1	STAIR 'B'	SC		GYP.	GYP.	GYP.	GYP.	XS	
P2	ELECTRICAL CLOSET	SC	VCB	GYP.	GYP.	GYP.	GYP.	XS	
PARKING GARAGE									
G	FIRE RISER ROOM	SC		PTD	PTD	PTD	PTD	XS	

FINISH NOTES:

PAINT ALL INTERIOR DOORS FRAMES.

PROVIDE FLOOR FINISH TRANSITIONS AT THE CENTERLINE OF DOOR LEAF, UNLESS NOTED OTHERWISE.

PROVIDE STAINLESS STEEL TRANSITION STRIPS BETWEEN FLOOR FINISHES, UNLESS NOTED OTHERWISE.

PROVIDE RUBBER REDUCER BETWEEN FLOOR FINISHES AND UNFINISHED SLABS, TYPICAL.

CENTER FLOORING PATTERNS WITHIN THE SPACE UNLESS NOTED OTHERWISE.

TILE FLOORING NOTES:

1. SLAB-ON-GRADE: INSTALL TILE FLOORING OVER MONOLITHIC CLEAVAGE MEMBRANE.
2. STRUCTURAL FLOORS: INSTALL TILE FLOORING OVER MONOLITHIC WATERPROOFING MEMBRANE. EXTEND MEMBRANE UP WALL ASSEMBLY 6".

MATERIALS LEGEND

FLOORING

Carpet:
CPT1: Invision, Spirit (9157) - 299 Dining
CPT2: Shaw, Item Jour EW24 (56611) - Charcoal (10110)
CPT3: J&J Commercial, Plateau (5200) - 2701 Colorado

Stone Tile:
ST1 : Arizona Tile - Giallo Santo
ST2 : Arizona Tile - Tropic Brown
ST3 : Arizona Tile - Travertino Classico
ST4 : Arizona Tile - FL Bruno Imperio

BASE

Stone Tile:
ST4 : Arizona Tile - FL Bruno Imperio

Rubber:
VCB1 : 4" Rubber Base, Roppe - P193 Black Brown

WALLS

Paint:
PT2D: SW 6143 - Basket Beige
PT2E: SW 6015 - Kilim Beige
PT2F: SW 7045 - Intellectual Gray

Wall Covering:
WC1 : Wood - Maple with clear finish
WC1 : Vinyl Wall Covering - Lanark Glazed Paper, Linen LZ-GP-09
WC2 : Vinyl Wall Covering - Koroseal Plymouth (221-10
VS1 : Gage Vertical Surfacing - Dogwood, Bitmore, GC 100 (SSMLD)

Tile:
ST4 : Arizona Tile - FL Bruno Imperio

Plastic Laminate:
PL1 : Nevamar - Charcoal Fusion Textured (FM90017)

CEILING

PAINT:
PT2D: SW 6015 - Kilim Beige
PT2E: SW 7116 - A La Mode

Suspended Acoustical Tiles:
SAT : 2X2 Acoustic Ceiling Tiles, Armstrong Dune Second Look II #2712, Angled Tegular 15/16"
Grid - Armstrong Prelude XL 15/16"

MISCELLANEOUS

Doors:
Maple - White, Plain Sliced, Clear 2-95 Finish

Painted Door Frames:
PT2A: SW 6169 - Hopsack

Lavatory Countertops:
Granite - Arizona Tile - Tropic Brown (Solid Slab)

GENERAL NOTES:

1. REFER TO FINISH PLANS FOR PATTERNING, LAYOUT, ETC.
2. PROVIDE WR/MR GYPSUM BOARD AT ALL RESTROOMS, JANITORS CLOSETS, ETC.

FINISH ABBREVIATIONS

WR/MR	Water resistant / Moisture Resistant	FRP	Fiberglass Reinforced Panels	GL	Glass	VCB	Vinyl Cove Base
PTD	Painted	GYP	Gypsum Board	ACT	Acoustical Ceiling Tile	SC	Sealed Concrete
FACT	Factory finish	HB	Hardboard	XS	Exposed to Structure	ST	Stone Tile
CONC	Concrete (Unfinished)	T&J	Tape and Joint Compound Only	CPT	Carpet	WC	Wall Covering
T	Tile	VCT	Vinyl Composition Tile	MAS	Masonite	WD	Wood Paneling

ROOM FINISH SCHEDULE

NO.	ROOM NAME	FLOOR	BASE	WALLS NORTH	WALLS EAST	WALLS SOUTH	WALLS WEST	CEILING	REMARKS
FIRST LEVEL									
A	PASSENGER ELEVATOR	ST & CPT	ST	WD	WD	WD	WD		
B	PASSENGER / SERVICE ELEVATOR	ST & CPT	ST	WD	WD	WD	WD		
100	VESTIBULE	CPT	ST	WC	WC	WC	WC	PTD. GYP.	
101	LOBBY	ST & CPT	ST	WD	WD	WD	WD	PTD. GYP.	
102	ELEVATOR LOBBY	ST & CPT	ST	WD	WD	WD	WD	PTD. GYP.	
103	LOBBY	ST & CPT	ST	WD	WD	WD	WD	PTD. GYP.	
104	VESTIBULE	CPT	ST	WC1	WC1	WC1	WC1	PTD GYP	
105	PASSAGEWAY	CPT	VCB	WC1	WC1	WC1	WC1	SAT	
106A	STAIR 'A'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
106B	MAINTENANCE	SC	VCB	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	PTD. GYP.	
107	NOT USED	—	—	—	—	—	—	—	
108	STAIR 'B'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
109	MAIL ROOM	CPT	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	SAT	
110A	CORRIDOR	CPT	VCB	WC1	WC1	WC1	WC1	SAT	
110B	NOT USED	—	—	—	—	—	—	—	
111	VESTIBULE	CPT	VCB	WC1	WC1	WC1	WC1	XS	
112A	ELECTRICAL	SC	VCB	—	—	—	—	XS	
112B	ELECTRICAL CLOSET	SC	—	GYP.	GYP.	GYP.	GYP.	GYP.	
113	TELEPHONE / COMMUNICATIONS	SC	—	GYP.	GYP.	GYP.	GYP.	XS	
114	JANITOR	SC	VCB	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	
115	PASSAGEWAY	CPT	VCB	WC1	WC1	WC1	WC1	SAT	
116	WOMEN'S RESTROOM	ST	ST	ST	ST & WC	WC	WC	PTD WR / MR GYP.	
117	NOT USED	—	—	—	—	—	—	—	
118	MEN'S RESTROOM	ST	ST	WC	ST & WC	ST	WC	PTD WR / MR GYP.	
119	NOT USED	—	—	—	—	—	—	—	
120	STAIR 'C'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
121	FIRE RISER / PUMP ROOM	SC	VCB	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	XS	
122	MAIN ELECTRICAL	SC	VCB	GYP.	GYP.	GYP.	GYP.	XS	
123	NOT USED	—	—	—	—	—	—	—	
124	FIRE COMMAND CENTER	SC	VCB	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	XS	
125	CLOSET	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	GYP.	
126	LOBBY	CPT	VCB	WC1	WC1	WC1	WC1	SAT	
127	LOBBY	CPT	VCB	WC1	WC1	WC1	WC1	PTD. GYP. & SAT	
SECOND LEVEL									
200	NOT USED	—	—	—	—	—	—	—	
201	NOT USED	—	—	—	—	—	—	—	
202	ELEVATOR LOBBY	CPT & ST	ST	WD	WD	WD	WD	PTD. GYP.	
203	NOT USED	—	—	—	—	—	—	—	
204	NOT USED	—	—	—	—	—	—	—	
205	NOT USED	—	—	—	—	—	—	—	
206	STAIR 'A'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
207	STAIR 'A' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
208	STAIR 'B'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
209	STAIR 'B' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
210	NOT USED	—	—	—	—	—	—	—	
211	VESTIBULE	CPT	VCB	WC1	WC1	WC1	WC1	WC1	
212	ELECTRICAL	SC	VCB	—	—	—	—	—	
213	TELEPHONE / COMMUNICATIONS	SC	VCB	GYP.	GYP.	GYP.	GYP.	XS	
214	JANITOR	SC	VCB	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	
215	NOT USED	—	—	—	—	—	—	—	
216	WOMEN'S RESTROOM	ST	ST	ST	ST & WC	WC	WC	PTD WR / MR GYP.	
217	NOT USED	—	—	—	—	—	—	—	
218	MEN'S RESTROOM	ST	ST	WC	ST & WC	ST	WC	PTD WR / MR GYP.	
219	STAIR 'C' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
220	STAIR 'C'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
THIRD LEVEL									
300	NOT USED	—	—	—	—	—	—	—	
301	NOT USED	—	—	—	—	—	—	—	
302	ELEVATOR LOBBY	CPT/ST	ST	WD	WD	WD	WD	PTD. GYP.	
303	NOT USED	—	—	—	—	—	—	—	
304	NOT USED	—	—	—	—	—	—	—	
305	NOT USED	—	—	—	—	—	—	—	
306	STAIR 'A'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
307	STAIR 'A' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
308	STAIR 'B' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
309	STAIR 'B'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
310	NOT USED	—	—	—	—	—	—	—	
311	VESTIBULE	CPT	VCB	WC1	WC1	WC1	WC1	PTD. GYP.	
312	ELECTRICAL	SC	VCB	—	—	—	—	XS	
313	TELEPHONE / COMMUNICATIONS	SC	VCB	GYP.	GYP.	GYP.	GYP.	XS	
314	JANITOR	SC	VCB	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	
315	NOT USED	—	—	—	—	—	—	—	
316	WOMEN'S RESTROOM	ST	ST	ST	ST & WC	WC	WC	PTD WR / MR GYP.	
317	NOT USED	—	—	—	—	—	—	—	
318	MEN'S RESTROOM	ST	ST	WC	ST & WC	ST	WC	PTD WR / MR GYP.	
319	STAIR 'C' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
320	STAIR 'C'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
FOURTH LEVEL									
400	NOT USED	—	—	—	—	—	—	—	
401	NOT USED	—	—	—	—	—	—	—	
402	ELEVATOR LOBBY	CPT	ST	WD	WD	WD	WD	PTD. GYP.	
403	NOT USED	—	—	—	—	—	—	—	
404	NOT USED	—	—	—	—	—	—	—	
405	NOT USED	—	—	—	—	—	—	—	
406	STAIR 'A'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
407	STAIR 'A' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
408	STAIR 'B'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
409	STAIR 'B' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD GYP.	
410	NOT USED	—	—	—	—	—	—	—	
411	VESTIBULE	CPT	VCB	WC1	WC1	WC1	WC1	PTD GYP.	
412A	ELECTRICAL	SC	VCB	—	—	—	—	XS	
412B	ELECTRICAL CLOSET	SC	VCB	GYP.	GYP.	GYP.	GYP.	XS	
413	TELEPHONE / COMMUNICATIONS	SC	VCB	GYP.	GYP.	GYP.	GYP.	XS	
414	JANITOR	SC	VCB	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	WR / MR GYP.	
415	NOT USED	—	—	—	—	—	—	—	
416	WOMEN'S RESTROOM	ST	ST	ST	ST & WC	WC	WC	PTD WR / MR GYP.	
417	NOT USED	—	—	—	—	—	—	—	
418	MEN'S RESTROOM	ST	ST	WC	ST & WC	ST	WC	PTD WR / MR GYP.	
419	STAIR 'C' VESTIBULE	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	
420	STAIR 'C'	SC	VCB	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	PTD. GYP.	

WVR-35710
10/08/09 PC

RECEIVED
AUG 2 1 2009

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.: KIM KELLY
TELEPHONE: 720.279.2444
FAX: 720.279.2441
E-MAIL: kkelly@lauthpg.com
PROJECT NUMBER: 7994
STATE NUMBER:

SEM ARCHITECTS
637 S Colorado Blvd
Suite 300
Denver CO 80246
303 220 8500
303 220 0109 fax
www.SEMarchitects.com

CHECKED BY:

TITLE: FINISH SCHEDULE

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

REV	DATE (YY/MM/DD)	DESCRIPTION
1	09/08/07	CD/DES.T.MAT SUBMITTAL
2	09/10/08	CD/DES.T.MAT SUBMITTAL
3	09/12/08	CD/DES.T.MAT SUBMITTAL
4	09/12/08	CD/DES.T.MAT SUBMITTAL
5	09/12/08	CD/DES.T.MAT SUBMITTAL
6	09/12/08	CD/DES.T.MAT SUBMITTAL
7	09/12/08	CD/DES.T.MAT SUBMITTAL
8	09/12/08	CD/DES.T.MAT SUBMITTAL
9	09/12/08	CD/DES.T.MAT SUBMITTAL
10	09/12/08	CD/DES.T.MAT SUBMITTAL
11	09/12/08	CD/DES.T.MAT SUBMITTAL
12	09/12/08	CD/DES.T.MAT SUBMITTAL
13	09/12/08	CD/DES.T.MAT SUBMITTAL
14	09/12/08	CD/DES.T.MAT SUBMITTAL
15	09/12/08	CD/DES.T.MAT SUBMITTAL
16	09/12/08	CD/DES.T.MAT SUBMITTAL
17	09/12/08	CD/DES.T.MAT SUBMITTAL
18	09/12/08	CD/DES.T.MAT SUBMITTAL
19	09/12/08	CD/DES.T.MAT SUBMITTAL
20	09/12/08	CD/DES.T.MAT SUBMITTAL
21	09/12/08	CD/DES.T.MAT SUBMITTAL
22	09/12/08	CD/DES.T.MAT SUBMITTAL
23	09/12/08	CD/DES.T.MAT SUBMITTAL
24	09/12/08	CD/DES.T.MAT SUBMITTAL
25	09/12/08	CD/DES.T.MAT SUBMITTAL
26	09/12/08	CD/DES.T.MAT SUBMITTAL
27	09/12/08	CD/DES.T.MAT SUBMITTAL
28	09/12/08	CD/DES.T.MAT SUBMITTAL
29	09/12/08	CD/DES.T.MAT SUBMITTAL
30	09/12/08	CD/DES.T.MAT SUBMITTAL
31	09/12/08	CD/DES.T.MAT SUBMITTAL
32	09/12/08	CD/DES.T.MAT SUBMITTAL
33	09/12/08	CD/DES.T.MAT SUBMITTAL
34	09/12/08	CD/DES.T.MAT SUBMITTAL
35	09/12/08	CD/DES.T.MAT SUBMITTAL
36	09/12/08	CD/DES.T.MAT SUBMITTAL
37	09/12/08	CD/DES.T.MAT SUBMITTAL
38	09/12/08	CD/DES.T.MAT SUBMITTAL
39	09/12/08	CD/DES.T.MAT SUBMITTAL
40	09/12/08	CD/DES.T.MAT SUBMITTAL
41	09/12/08	CD/DES.T.MAT SUBMITTAL
42	09/12/08	CD/DES.T.MAT SUBMITTAL
43	09/12/08	CD/DES.T.MAT SUBMITTAL
44	09/12/08	CD/DES.T.MAT SUBMITTAL
45	09/12/08	CD/DES.T.MAT SUBMITTAL
46	09/12/08	CD/DES.T.MAT SUBMITTAL
47	09/12/08	CD/DES.T.MAT SUBMITTAL
48	09/12/08	CD/DES.T.MAT SUBMITTAL
49	09/12/08	CD/DES.T.MAT SUBMITTAL
50	09/12/08	CD/DES.T.MAT SUBMITTAL
51	09/12/08	CD/DES.T.MAT SUBMITTAL
52	09/12/08	CD/DES.T.MAT SUBMITTAL
53	09/12/08	CD/DES.T.MAT SUBMITTAL
54	09/12/08	CD/DES.T.MAT SUBMITTAL
55	09/12/08	CD/DES.T.MAT SUBMITTAL
56	09/12/08	CD/DES.T.MAT SUBMITTAL
57	09/12/08	CD/DES.T.MAT SUBMITTAL
58	09/12/08	CD/DES.T.MAT SUBMITTAL
59	09/12/08	CD/DES.T.MAT SUBMITTAL
60	09/12/08	CD/DES.T.MAT SUBMITTAL
61	09/12/08	CD/DES.T.MAT SUBMITTAL
62	09/12/08	CD/DES.T.MAT SUBMITTAL
63	09/12/08	CD/DES.T.MAT SUBMITTAL
64	09/12/08	CD/DES.T.MAT SUBMITTAL
65	09/12/08	CD/DES.T.MAT SUBMITTAL
66	09/12/08	CD/DES.T.MAT SUBMITTAL
67	09/12/08	CD/DES.T.MAT SUBMITTAL
68	09/12/08	CD/DES.T.MAT SUBMITTAL
69	09/12/08	CD/DES.T.MAT SUBMITTAL
70	09/12/08	CD/DES.T.MAT SUBMITTAL
71	09/12/08	CD/DES.T.MAT SUBMITTAL
72	09/12/08	CD/DES.T.MAT SUBMITTAL
73	09/12/08	CD/DES.T.MAT SUBMITTAL
74	09/12/08	CD/DES.T.MAT SUBMITTAL
75	09/12/08	CD/DES.T.MAT SUBMITTAL
76	09/12/08	CD/DES.T.MAT SUBMITTAL
77	09/12/08	CD/DES.T.MAT SUBMITTAL
78	09/12/08	CD/DES.T.MAT SUBMITTAL
79	09/12/08	CD/DES.T.MAT SUBMITTAL
80	09/12/08	CD/DES.T.MAT SUBMITTAL
81	09/12/08	CD/DES.T.MAT SUBMITTAL
82	09/12/08	CD/DES.T.MAT SUBMITTAL
83	09/12/08	CD/DES.T.MAT SUBMITTAL
84	09/12/08	CD/DES.T.MAT SUBMITTAL
85	09/12/08	CD/DES.T.MAT SUBMITTAL
86	09/12/08	CD/DES.T.MAT SUBMITTAL
87	09/12/08	CD/DES.T.MAT SUBMITTAL
88	09/12/08	CD/DES.T.MAT SUBMITTAL
89	09/12/08	CD/DES.T.MAT SUBMITTAL
90	09/12/08	CD/DES.T.MAT SUBMITTAL
91	09/12/08	CD/DES.T.MAT SUBMITTAL
92	09/12/08	CD/DES.T.MAT SUBMITTAL
93	09/12/08	CD/DES.T.MAT SUBMITTAL
94	09/12/08	CD/DES.T.MAT SUBMITTAL
95	09/12/08	CD/DES.T.MAT SUBMITTAL
96	09/12/08	CD/DES.T.MAT SUBMITTAL
97	09/12/08	CD/DES.T.MAT SUBMITTAL
98	09/12/08	CD/DES.T.MAT SUBMITTAL
99	09/12/08	CD/DES.T.MAT SUBMITTAL
100	09/12/08	CD/DES.T.MAT SUBMITTAL

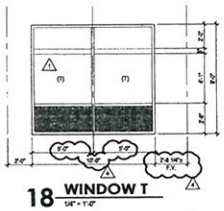
DRAWING NO: A-601
SHEET OF
TITLE: FINISH SCHEDULE

GENERAL NOTES:

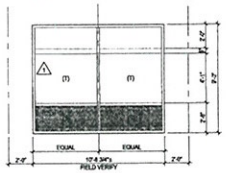
1. ALL EXTERIOR WINDOW AND DOOR ASSEMBLIES SHALL CONFORM TO I.B.C. SECTION 1714.5.
2. ALL GLASS UNITS AND GLAZING SHALL CONFORM TO I.B.C. SECTION 2403 AND 2404.

ABBREVIATIONS LEGEND:

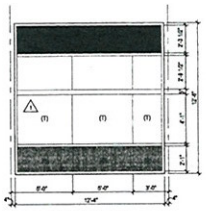
(S) SPANDREL GLASS
(T) TEMPERED



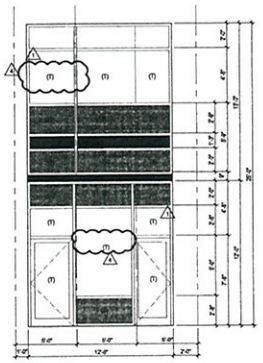
18 WINDOW T
1/4" = 1'-0"



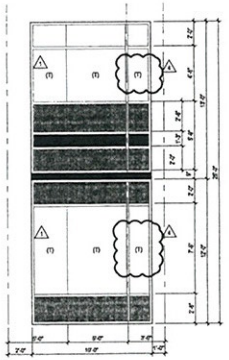
17 WINDOW S
1/4" = 1'-0"



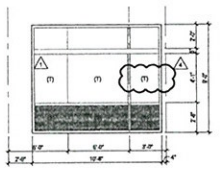
14 WINDOW P
1/4" = 1'-0"



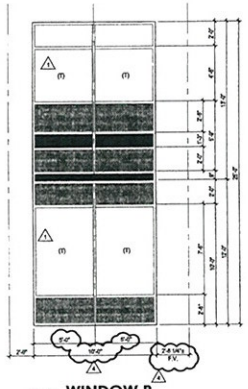
11 WINDOW L
1/4" = 1'-0"



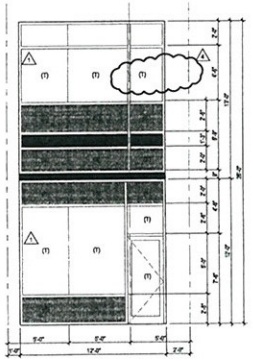
8 WINDOW H
1/4" = 1'-0"



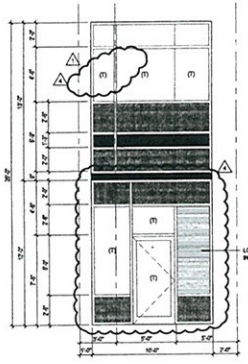
4 WINDOW D
1/4" = 1'-0"



16 WINDOW R
1/4" = 1'-0"

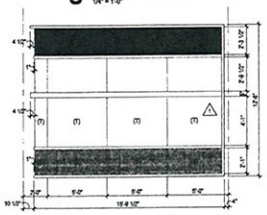


13 WINDOW N
1/4" = 1'-0"

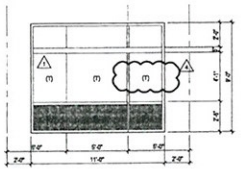


LOUVERED PANEL IN WINDOW WALL

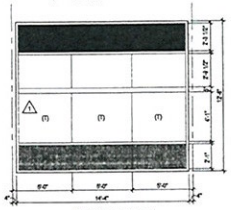
10 WINDOW K
1/4" = 1'-0"



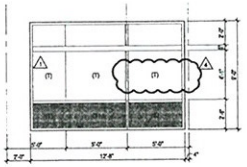
7 WINDOW G
1/4" = 1'-0"



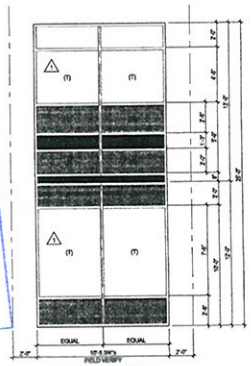
3 WINDOW C
1/4" = 1'-0"



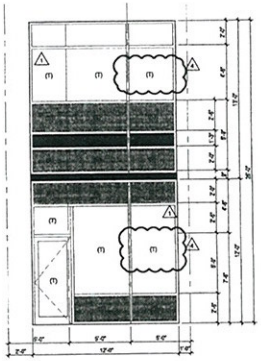
6 WINDOW F
1/4" = 1'-0"



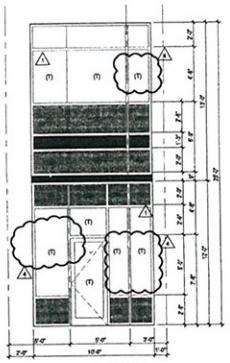
2 WINDOW B
1/4" = 1'-0"



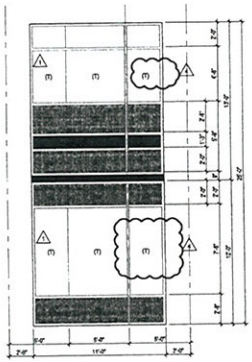
15 WINDOW Q
1/4" = 1'-0"



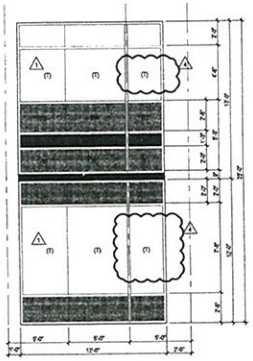
12 WINDOW M
1/4" = 1'-0"



9 WINDOW J
1/4" = 1'-0"



5 WINDOW E
1/4" = 1'-0"

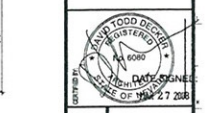


1 WINDOW A
1/4" = 1'-0"

LAUTH
866.848.6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: K. KELLY
TELEPHONE: 702-214-2400
FACSIMILE: 702-214-2401
E-MAIL: kkelly@lauth.net
PROJECT NUMBER: 7966
FILE NUMBER:

SEM of NEVADA LLC
8777 Collonade Blvd
Suite 200
Denver CO 80214
303 220 1550
303 220 1554 fax
www.SEMarchitects.com



CERTIFIED BY:
DATE SIGNED: MAY 27 2008

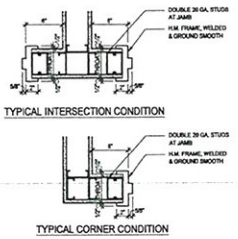
TITLE: WINDOW ELEVATIONS
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

REV	DATE (MM-DD-YY)	DESCRIPTION
1	08-20-09	PER PLANNING COMMENTS

DRAWING NO. A-602
SHEET OF
TITLE: WINDOW ELEVATIONS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

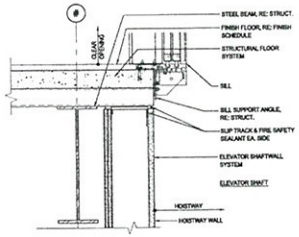
WVR-35710
10/08/09 PC



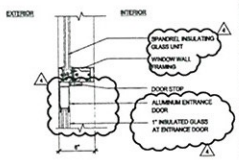
5 TYPICAL JAMB DETAILS
1 1/2"=1'-0"

4 NOT USED

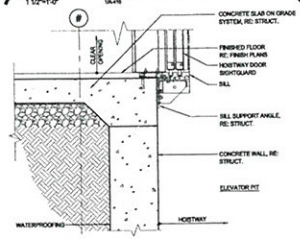
3 NOT USED



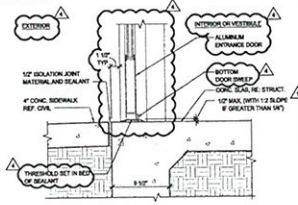
7 ELEVATOR SILL DETAIL
1 1/2"=1'-0"



2 WINDOW WALL / ENTRANCE DOOR HEAD
1 1/2"=1'-0"



6 ELEVATOR SILL DETAIL
1 1/2"=1'-0"



1 WINDOW WALL DOOR SILL
1 1/2"=1'-0"

WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT K. KELLY
TELEPHONE 720.275.6481
FAX 720.275.6401
E-MAIL kkelly@lauthpg.net
PROJECT NUMBER 7044
STATE NUMBER

SEM
an NEVADA LLC
675 E Colorado Blvd
Suite 900
Denver CO 80246
303 220 9900
303 220 9901 Fax
www.SEMarchitects.com

JAVIER TODD DECOSTE
REGISTERED
No. 6080
ARCHITECT
STATE OF NEVADA

DATE SIGNED: AUG 27 2009

DRAWN BY:

TITLE: WINDOW + DOOR DETAILS

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (WITH MM DD YY): 08-25-09

CONSULTANT PROJECT NO.: 0808

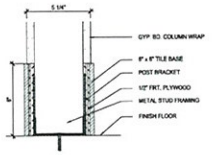
CONSULTANT PROJECT MANAGER: J.S.C.

REV	DATE	DESCRIPTION
1	08.25.09	CONSTRUCTION SET
2	09.25.09	CITY REVIEW COMMENTS
3	10.08.09	PLAN REVIEW COMMENTS

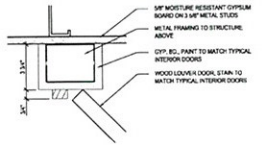
DRAWING NO: A-603
SHEET OF

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

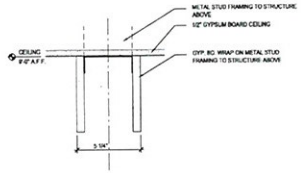
WVR-35710
10/08/09 PC



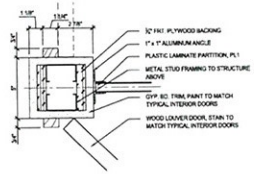
5 TOILET PARTITION AT BASE
3" = 1'-0"



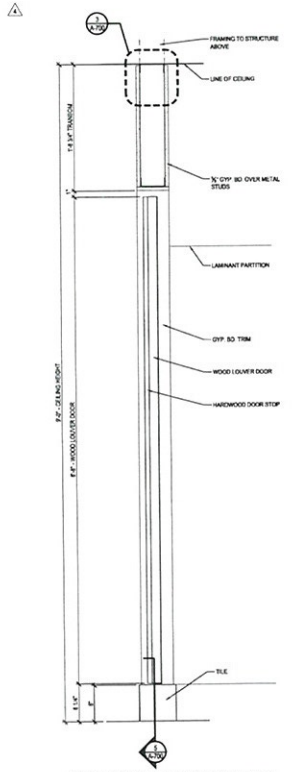
4 TOILET PARTITION COLUMN
3" = 1'-0"



3 TOILET PARTITION AT HEAD
3" = 1'-0"



2 TOILET PARTITION COLUMN
3" = 1'-0"

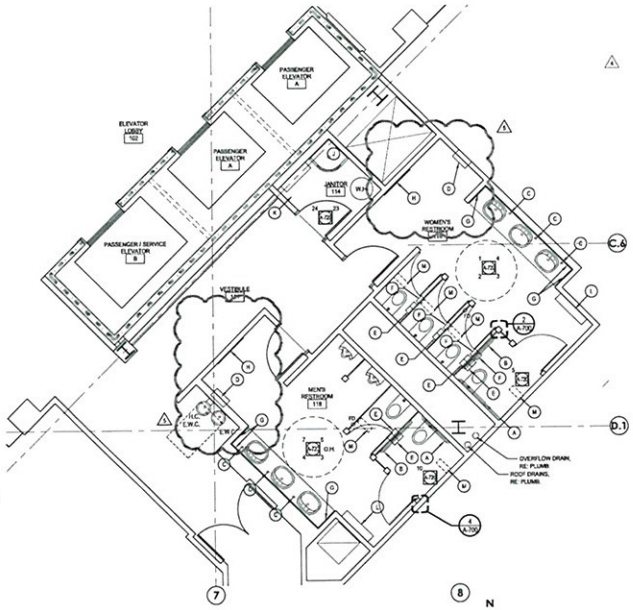


6 TOILET PARTITION SECTION
1-1/2" = 1'-0"

TYPICAL RESTROOM AND JANITOR ACCESSORIES

ALL FIXTURES BY BOBRICK UNLESS NOTED OTHERWISE

A	GRAB BAR: 36" LENGTH B-6806.99
B	GRAB BAR: 42" LENGTH B-6806.99
C	SOAP DISPENSER: B-8226
D	PAPER TOWEL DISPENSER / RECEPTACLE: B-43944
E	TOILET TISSUE DISPENSER: B-6969
F	NAPKIN DISPOSAL: B-270 (WOMEN'S ONLY)
G	WALL TO WALL MIRROR: 48" HIGH
H	FULL LENGTH MIRROR
J	FLOOR SINK: 24" X 24"
K	MOP HOLDER WITH SHELF: B-239
L	8" X 36" SHELF: B-298
M	FOLDING UTILITY SHELF: B-287



1 TYPICAL RESTROOM ACCESSORY PLAN
1/4" = 1'-0"

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
PROJECT ARCH.
TELEPHONE 720.279.5434
FAX
E-MAIL
PROJECT NUMBER
STATE NUMBER

SEM ARCHITECTS
877 S Colorado Blvd
Suite 200
Denver CO 80246
303 220 8900
303 220 0708 Fax
www.SEMarchitects.com

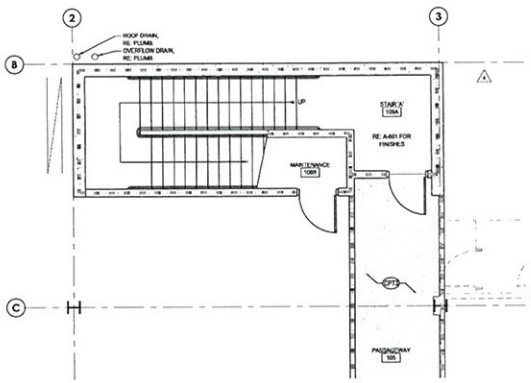
DRAWN BY:
CHECKED BY:

TITLE
RESTROOM ACCESSORY PLAN

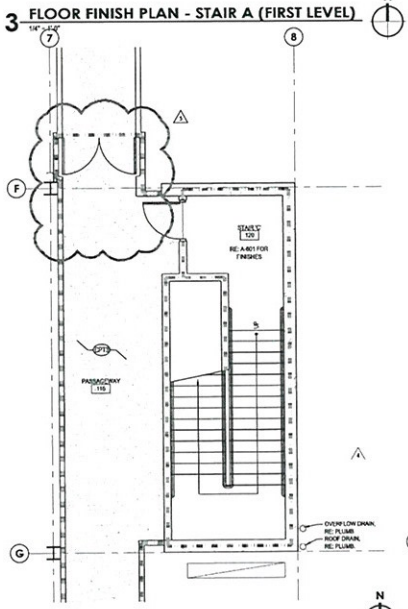
PROJECT
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

NO.	DATE (YYYY.MM.DD)	DESCRIPTION
1	2007.08.01	10 SET ISSUE
2	2007.09.05	CONSULTANT COMMENTS
3	2007.10.05	CONSULTANT COMMENTS
4	2007.10.26	CONSULTANT COMMENTS
5	2007.11.05	CONSULTANT COMMENTS
6	2007.11.16	CONSULTANT COMMENTS
7	2007.12.03	CONSULTANT COMMENTS
8	2008.01.25	CONSULTANT COMMENTS
9	2008.02.15	CONSULTANT COMMENTS
10	2008.03.05	CONSULTANT COMMENTS
11	2008.03.26	CONSULTANT COMMENTS
12	2008.04.16	CONSULTANT COMMENTS
13	2008.05.06	CONSULTANT COMMENTS
14	2008.05.26	CONSULTANT COMMENTS
15	2008.06.16	CONSULTANT COMMENTS
16	2008.07.07	CONSULTANT COMMENTS
17	2008.07.28	CONSULTANT COMMENTS
18	2008.08.18	CONSULTANT COMMENTS
19	2008.09.08	CONSULTANT COMMENTS
20	2008.09.29	CONSULTANT COMMENTS
21	2008.10.20	CONSULTANT COMMENTS
22	2008.11.10	CONSULTANT COMMENTS
23	2008.12.01	CONSULTANT COMMENTS
24	2008.12.22	CONSULTANT COMMENTS
25	2009.01.12	CONSULTANT COMMENTS
26	2009.02.02	CONSULTANT COMMENTS
27	2009.02.23	CONSULTANT COMMENTS
28	2009.03.16	CONSULTANT COMMENTS
29	2009.04.06	CONSULTANT COMMENTS
30	2009.04.27	CONSULTANT COMMENTS
31	2009.05.18	CONSULTANT COMMENTS
32	2009.06.08	CONSULTANT COMMENTS
33	2009.06.29	CONSULTANT COMMENTS
34	2009.07.20	CONSULTANT COMMENTS
35	2009.08.10	CONSULTANT COMMENTS
36	2009.08.31	CONSULTANT COMMENTS
37	2009.09.21	CONSULTANT COMMENTS
38	2009.10.12	CONSULTANT COMMENTS
39	2009.11.02	CONSULTANT COMMENTS
40	2009.11.23	CONSULTANT COMMENTS
41	2009.12.14	CONSULTANT COMMENTS
42	2010.01.04	CONSULTANT COMMENTS
43	2010.01.25	CONSULTANT COMMENTS
44	2010.02.15	CONSULTANT COMMENTS
45	2010.03.08	CONSULTANT COMMENTS
46	2010.03.29	CONSULTANT COMMENTS
47	2010.04.19	CONSULTANT COMMENTS
48	2010.05.10	CONSULTANT COMMENTS
49	2010.05.31	CONSULTANT COMMENTS
50	2010.06.21	CONSULTANT COMMENTS
51	2010.07.12	CONSULTANT COMMENTS
52	2010.08.02	CONSULTANT COMMENTS
53	2010.08.23	CONSULTANT COMMENTS
54	2010.09.13	CONSULTANT COMMENTS
55	2010.10.04	CONSULTANT COMMENTS
56	2010.10.25	CONSULTANT COMMENTS
57	2010.11.15	CONSULTANT COMMENTS
58	2010.12.06	CONSULTANT COMMENTS
59	2010.12.27	CONSULTANT COMMENTS
60	2011.01.17	CONSULTANT COMMENTS
61	2011.02.07	CONSULTANT COMMENTS
62	2011.02.28	CONSULTANT COMMENTS
63	2011.03.21	CONSULTANT COMMENTS
64	2011.04.11	CONSULTANT COMMENTS
65	2011.05.02	CONSULTANT COMMENTS
66	2011.05.23	CONSULTANT COMMENTS
67	2011.06.13	CONSULTANT COMMENTS
68	2011.07.04	CONSULTANT COMMENTS
69	2011.07.25	CONSULTANT COMMENTS
70	2011.08.15	CONSULTANT COMMENTS
71	2011.09.05	CONSULTANT COMMENTS
72	2011.09.26	CONSULTANT COMMENTS
73	2011.10.17	CONSULTANT COMMENTS
74	2011.11.07	CONSULTANT COMMENTS
75	2011.11.28	CONSULTANT COMMENTS
76	2011.12.19	CONSULTANT COMMENTS
77	2012.01.09	CONSULTANT COMMENTS
78	2012.01.30	CONSULTANT COMMENTS
79	2012.02.20	CONSULTANT COMMENTS
80	2012.03.12	CONSULTANT COMMENTS
81	2012.04.02	CONSULTANT COMMENTS
82	2012.04.23	CONSULTANT COMMENTS
83	2012.05.14	CONSULTANT COMMENTS
84	2012.06.04	CONSULTANT COMMENTS
85	2012.06.25	CONSULTANT COMMENTS
86	2012.07.16	CONSULTANT COMMENTS
87	2012.08.06	CONSULTANT COMMENTS
88	2012.08.27	CONSULTANT COMMENTS
89	2012.09.17	CONSULTANT COMMENTS
90	2012.10.08	CONSULTANT COMMENTS
91	2012.10.29	CONSULTANT COMMENTS
92	2012.11.19	CONSULTANT COMMENTS
93	2012.12.10	CONSULTANT COMMENTS
94	2013.01.01	CONSULTANT COMMENTS
95	2013.01.22	CONSULTANT COMMENTS
96	2013.02.12	CONSULTANT COMMENTS
97	2013.03.05	CONSULTANT COMMENTS
98	2013.03.26	CONSULTANT COMMENTS
99	2013.04.16	CONSULTANT COMMENTS
100	2013.05.07	CONSULTANT COMMENTS
101	2013.05.28	CONSULTANT COMMENTS
102	2013.06.18	CONSULTANT COMMENTS
103	2013.07.09	CONSULTANT COMMENTS
104	2013.07.30	CONSULTANT COMMENTS
105	2013.08.20	CONSULTANT COMMENTS
106	2013.09.10	CONSULTANT COMMENTS
107	2013.10.01	CONSULTANT COMMENTS
108	2013.10.22	CONSULTANT COMMENTS
109	2013.11.12	CONSULTANT COMMENTS
110	2013.12.03	CONSULTANT COMMENTS
111	2013.12.24	CONSULTANT COMMENTS
112	2014.01.14	CONSULTANT COMMENTS
113	2014.02.04	CONSULTANT COMMENTS
114	2014.02.25	CONSULTANT COMMENTS
115	2014.03.18	CONSULTANT COMMENTS
116	2014.04.08	CONSULTANT COMMENTS
117	2014.04.29	CONSULTANT COMMENTS
118	2014.05.20	CONSULTANT COMMENTS
119	2014.06.10	CONSULTANT COMMENTS
120	2014.07.01	CONSULTANT COMMENTS
121	2014.07.22	CONSULTANT COMMENTS
122	2014.08.12	CONSULTANT COMMENTS
123	2014.09.02	CONSULTANT COMMENTS
124	2014.09.23	CONSULTANT COMMENTS
125	2014.10.14	CONSULTANT COMMENTS
126	2014.11.04	CONSULTANT COMMENTS
127	2014.11.25	CONSULTANT COMMENTS
128	2014.12.16	CONSULTANT COMMENTS
129	2015.01.06	CONSULTANT COMMENTS
130	2015.01.27	CONSULTANT COMMENTS
131	2015.02.17	CONSULTANT COMMENTS
132	2015.03.10	CONSULTANT COMMENTS
133	2015.03.31	CONSULTANT COMMENTS
134	2015.04.21	CONSULTANT COMMENTS
135	2015.05.12	CONSULTANT COMMENTS
136	2015.06.02	CONSULTANT COMMENTS
137	2015.06.23	CONSULTANT COMMENTS
138	2015.07.14	CONSULTANT COMMENTS
139	2015.08.04	CONSULTANT COMMENTS
140	2015.08.25	CONSULTANT COMMENTS
141	2015.09.15	CONSULTANT COMMENTS
142	2015.10.06	CONSULTANT COMMENTS
143	2015.10.27	CONSULTANT COMMENTS
144	2015.11.17	CONSULTANT COMMENTS
145	2015.12.08	CONSULTANT COMMENTS
146	2015.12.29	CONSULTANT COMMENTS
147	2016.01.19	CONSULTANT COMMENTS
148	2016.02.09	CONSULTANT COMMENTS
149	2016.03.01	CONSULTANT COMMENTS
150	2016.03.22	CONSULTANT COMMENTS
151	2016.04.12	CONSULTANT COMMENTS
152	2016.05.03	CONSULTANT COMMENTS
153	2016.05.24	CONSULTANT COMMENTS
154	2016.06.14	CONSULTANT COMMENTS
155	2016.07.05	CONSULTANT COMMENTS
156	2016.07.26	CONSULTANT COMMENTS
157	2016.08.16	CONSULTANT COMMENTS
158	2016.09.06	CONSULTANT COMMENTS
159	2016.09.27	CONSULTANT COMMENTS
160	2016.10.18	CONSULTANT COMMENTS
161	2016.11.08	CONSULTANT COMMENTS
162	2016.11.29	CONSULTANT COMMENTS
163	2016.12.20	CONSULTANT COMMENTS
164	2017.01.10	CONSULTANT COMMENTS
165	2017.01.31	CONSULTANT COMMENTS
166	2017.02.21	CONSULTANT COMMENTS
167	2017.03.14	CONSULTANT COMMENTS
168	2017.04.04	CONSULTANT COMMENTS
169	2017.04.25	CONSULTANT COMMENTS
170	2017.05.16	CONSULTANT COMMENTS
171	2017.06.06	CONSULTANT COMMENTS
172	2017.06.27	CONSULTANT COMMENTS
173	2017.07.18	CONSULTANT COMMENTS
174	2017.08.08	CONSULTANT COMMENTS
175	2017.08.29	CONSULTANT COMMENTS
176	2017.09.19	CONSULTANT COMMENTS
177	2017.10.10	CONSULTANT COMMENTS
178	2017.10.31	CONSULTANT COMMENTS
179	2017.11.21	CONSULTANT COMMENTS
180	2017.12.12	CONSULTANT COMMENTS
181	2018.01.02	CONSULTANT COMMENTS
182	2018.01.23	CONSULTANT COMMENTS
183	2018.02.13	CONSULTANT COMMENTS
184	2018.03.06	CONSULTANT COMMENTS
185	2018.03.27	CONSULTANT COMMENTS
186	2018.04.17	CONSULTANT COMMENTS
187	2018.05.08	CONSULTANT COMMENTS
188	2018.05.29	CONSULTANT COMMENTS
189	2018.06.19	CONSULTANT COMMENTS
190	2018.07.10	CONSULTANT COMMENTS
191	2018.07.31	CONSULTANT COMMENTS
192	2018.08.21	CONSULTANT COMMENTS
193	2018.09.11	CONSULTANT COMMENTS
194	2018.10.02	CONSULTANT COMMENTS
195	2018.10.23	CONSULTANT COMMENTS
196	2018.11.13	CONSULTANT COMMENTS
197	2018.12.04	CONSULTANT COMMENTS
198	2018.12.25	CONSULTANT COMMENTS
199	2019.01.15	CONSULTANT COMMENTS
200	2019.02.05	CONSULTANT COMMENTS
201	2019.02.26	CONSULTANT COMMENTS
202	2019.03.19	CONSULTANT COMMENTS
203	2019.04.09	CONSULTANT COMMENTS
204	2019.04.30	CONSULTANT COMMENTS
205	2019.05.21	CONSULTANT COMMENTS
206	2019.06.11	CONSULTANT COMMENTS
207	2019.07.02	CONSULTANT COMMENTS
208	2019.07.23	CONSULTANT COMMENTS
209	2019.08.13	CONSULTANT COMMENTS
210	2019.09.03	CONSULTANT COMMENTS
211	2019.09.24	CONSULTANT COMMENTS
212	2019.10.15	CONSULTANT COMMENTS
213	2019.11.05	CONSULTANT COMMENTS
214	2019.11.26	CONSULTANT COMMENTS
215	2019.12.17	CONSULTANT COMMENTS
216	2020.01.07	CONSULTANT COMMENTS
217	2020.01.28	CONSULTANT COMMENTS
218	2020.02.18	CONSULTANT COMMENTS
219	2020.03.10	CONSULTANT COMMENTS
220	2020.03.31	CONSULTANT COMMENTS
221	2020.04.21	CONSULTANT COMMENTS
222	2020.05.12	CONSULTANT COMMENTS
223	2020.06.02	CONSULTANT COMMENTS
224	2020.06.23	CONSULTANT COMMENTS
225	2020.07.14	CONSULTANT COMMENTS
226	2020.08.04	CONSULTANT COMMENTS
227	2020.08.25	CONSULTANT COMMENTS
228	2020.09.15	CONSULTANT COMMENTS
229	2020.10.06	CONSULTANT COMMENTS
230	2020.10.27	CONSULTANT COMMENTS
231	2020.11.17	CONSULTANT COMMENTS
232	2020.12.08	CONSULTANT COMMENTS
233	2020.12.29	CONSULTANT COMMENTS
234	2021.01.19	CONSULTANT COMMENTS
235	2021.02.09	CONSULTANT COMMENTS
236	2021.03.01	CONSULTANT COMMENTS
237	2021.03.22	CONSULTANT COMMENTS
238	2021.04.12	CONSULTANT COMMENTS
239	2021.05.03	CONSULTANT COMMENTS
240	2021.05.24	CONSULTANT COMMENTS
241	2021.06.14	CONSULTANT COMMENTS
242	2021.07.05	CONSULTANT COMMENTS
243	2021.07.26	CONSULTANT COMMENTS
244	2021.08.16	CONSULTANT COMMENTS
245	2021.09.06	CONSULTANT COMMENTS
246	2021.09.27	CONSULTANT COMMENTS
247	2021.10.18	CONSULTANT COMMENTS
248	2021.11.08	CONSULTANT COMMENTS
249	2021.11.29	CONSULTANT COMMENTS
250	2021.12.20	CONSULTANT COMMENTS
251	2022.01.10	CONSULTANT COMMENTS
252	2022.01.31	CONSULTANT COMMENTS
253	2022.02.21	CONSULTANT COMMENTS
254	2022.03.14	CONSULTANT COMMENTS
255	2022.04.04	CONSULTANT COMMENTS
256	2022.04.25	CONSULTANT COMMENTS
257	2022.05.16	CONSULTANT COMMENTS
258	2022.06.06	CONSULTANT COMMENTS
259	2022.06.27	CONSULTANT COMMENTS
260	2022.07.18	CONSULTANT COMMENTS
261	2022.08.08	CONSULTANT COMMENTS
262	2022.08.29	CONSULTANT COMMENTS
263	2022.09.19	CONSULTANT COMMENTS
264	2022.10.10	CONSULTANT COMMENTS
265	2022.10.31	CONSULTANT COMMENTS
266	2022.11.21	CONSULTANT COMMENTS
267	2022.12.12	CONSULTANT COMMENTS
268	2023.01.02	CONSULTANT COMMENTS
269	2023.01.23	CONSULTANT COMMENTS
270	2023.02.13	CONSULTANT COMMENTS
271	2023.03.06	CONSULTANT COMMENTS
272	2023.03.27	CONSULTANT COMMENTS
273	2023.04.17	CONSULTANT COMMENTS
274	2023.05.08	CONSULTANT COMMENTS
275	2023.05.29	CONSULTANT COMMENTS
276	2023.06.19	CONSULTANT COMMENTS
277	2023.07.10	CONSULTANT COMMENTS
278	2023.07.31	CONSULTANT COMMENTS
279	2023.08.21	CONSULTANT COMMENTS
280	2023.09.11	CONSULTANT COMMENTS
281	2023.10.02	CONSULTANT COMMENTS
282	2023.10.23	CONSULTANT COMMENTS
283	2023.11.13	CONSULTANT COMMENTS
284	2023.12.04	CONSULTANT COMMENTS
285	2023.12.25	CONSULTANT COMMENTS
286	2024.01.15	CONSULTANT COMMENTS
287	2024.02.05	CONSULTANT COMMENTS
288	2024.02.26	CONSULTANT COMMENTS
289	2024.03.19	CONSULTANT COMMENTS
290	2024.04.09	CONSULTANT COMMENTS
291	2024.04.30	CONSULTANT COMMENTS
292	2024.05.21	CONSULTANT COMMENTS
293	2024.06.11	CONSULTANT COMMENTS
294	2024.07.02	CONSULTANT COMMENTS
295	2024.07.23	CONSULTANT COMMENTS
296	2024.08.13	CONSULTANT COMMENTS
297	2024.09.03	CONSULTANT COMMENTS
298	2024.09.24	CONSULTANT COMMENTS
299	2024.10.15	CONSULTANT COMMENTS
300	2024.11.05	CONSULTANT COMMENTS
301	2024.11.26	CONSULTANT COMMENTS
302	2024.12.17	CONSULTANT COMMENTS
303	2025.01.07	CONSULTANT COMMENTS
304	2025.01.28	CONSULTANT COMMENTS
305	2025.02.18	CONSULTANT COMMENTS
306	2025.03.10	CONSULTANT COMMENTS
307	2025.03.31	CONSULTANT COMMENTS
308	2025.04.21	CONSULTANT COMMENTS
309	2025.05.12	CONSULTANT COMMENTS
310	2025.06.02	CONSULTANT COMMENTS
311	2025.06.23	CONSULTANT COMMENTS
312	2025.07.14	CONSULTANT COMMENTS
313	2025.08.04	CONSULTANT COMMENTS
314	2025.08.25	CONSULTANT COMMENTS
315	2025.09.15	CONSULTANT COMMENTS
316	2025.10.06	CONSULTANT COMMENTS
317	2025.10.27	CONSULTANT COMMENTS
318	2025.11.17	CONSULTANT COMMENTS
319	2025.12.08	CONSULTANT COMMENTS
320	2025.12.29	CONSULTANT COMMENTS
321	2026.01.19	CONSULTANT COMMENTS
322	2026.02.09	CONSULTANT COMMENTS
323	2026.03.01	CONSULTANT COMMENTS
324	2026.03.22	CONSULTANT COMMENTS
325	2026.04.12	CONSULTANT COMMENTS
326	2026.05.03	CONSULTANT COMMENTS
327	2026.05.24	CONSULTANT COMMENTS
328	2026.06.14	CONSULTANT COMMENTS
329	2026.07.05	CONSULTANT COMMENTS
330	2026.07.26	CONSULTANT COMMENTS
331	2026.08.16	CONSULTANT COMMENTS
332	2026.09.06	CONSULTANT COMMENTS
333	2026.09.27	CONSULTANT COMMENTS
334	2026.10.18	CONSULTANT COMMENTS
335	2026.11.08	CONSULTANT COMMENTS
336	2026.11.29	CONSULTANT COMMENTS
337	2026.12.20	CONSULTANT COMMENTS
338	2027.01.10	CONSULTANT COMMENTS
339	2027.01.31	CONSULTANT COMMENTS
340	2027.02.21	CONSULTANT COMMENTS
341	2027.03.14	CONSULTANT COMMENTS
342	2027.04.04	CONSULTANT COMMENTS
343	2027.04.25	CONSULTANT COMMENTS
344	2027.05.16	CONSULTANT COMMENTS
345	2027.06.06	CONSULTANT COMMENTS
346	2027.06.27	CONSULTANT COMMENTS
347	2027.07.18	CONSULTANT COMMENTS
348	2027.08.08	CONSULTANT COMMENTS
349	2027.08.29	CONSULTANT COMMENTS
350	2027.09.19	CONSULTANT COMMENTS
351	2027.10.10	CONSULTANT COMMENTS
352	2027.10.31	CONSULTANT COMMENTS
353	2027.11.21	CONSULTANT COMMENTS
354	2027.12.12	CONSULTANT COMMENTS
355	2028.01.02	CONSULTANT COMMENTS
356	2028.01.23	CONSULTANT COMMENTS
357	2028.02.13	CONSULTANT COMMENTS
358	2028.03.06	CONSULTANT COMMENTS
359	2028.03.27	CONSULTANT COMMENTS
360	2028.04.17	CONSULTANT COMMENTS
361	2028.05.08	CONSULTANT COMMENTS
362	2028.05.29	CONSULTANT COMMENTS
363	2028.06.19	CONSULTANT COMMENTS
364	2028.07.10	CONSULTANT COMMENTS
365	2028.07.31	CONSULTANT COMMENTS
366	2028.08.21	CONSULTANT COMMENTS
367	2028.09.11	CONSULTANT COMMENTS
368	2028.10.02	CONSULTANT COMMENTS
369	2028.10.23	CONSULTANT COMMENTS
370	2028.11.13	CONSULTANT COMMENTS
371	2028.12.04	CONSULTANT COMMENTS
372	2028.12.25	CONSULTANT COMMENTS
373	2029.01.15	CONSULTANT COMMENTS
374	2029.02.05	CONSULTANT COMMENTS
375	2029.02.26	CONSULTANT COMMENTS
376	2029.03.19	CONSULTANT COMMENTS
377	2029.04.09	CONSULTANT COMMENTS
378	2029.04.30	CONSULTANT COMMENTS
379	2029.05.21	CONSULTANT COMMENTS
380	2029.06.11	CONSULTANT COMMENTS
381	2029.07.02	CONSULTANT COMMENTS
382	2029.07.23	CONSULTANT COMMENTS
383	2029.08.13	CONSULTANT COMMENTS
384	2029.09.03	CONSULTANT COMMENTS
385	2029.09.24	CONSULTANT COMMENTS
386	2029.10.15	CONSULTANT COMMENTS
387	2029.11.05	CONSULTANT COMMENTS
388	2029.11.26	CONSULTANT COMMENTS
389	2029.12.17	CONSULTANT COMMENTS
390	2030.01.07	CONSULTANT COMMENTS
391	2030.01.28	CONSULTANT COMMENTS
392	2030.02.18	CONSULTANT COMMENTS
393	2030.03.10	CONSULTANT COMMENTS
394	2030.03.31	CONSULTANT COMMENTS
395	2030.04.21	CONSULTANT COMMENTS
396	2030.05.12	CONSULTANT COMMENTS
397	2030.06.02	CONSULTANT COMMENTS
398	2030.06.23	CONSULTANT COMMENTS
399	2030.07.14	CONSULTANT COMMENTS
400	2030.08.04	CONSULTANT COMMENTS
401	2030.08.25	CONSULTANT COMMENTS
402	2030.09.15	CONSULTANT COMMENTS
403	2030.10.06	CONSULTANT COMMENTS
404	2030.10.27	CONSULTANT COMMENTS
405	2030.11.17	CONSULTANT COMMENTS
406	2030.12.08	CONSULTANT COMMENTS
407	2030.12.29	CONSULTANT COMMENTS
408	2031.01.19	CONSULTANT COMMENTS
409	2031.02.09	CONSULTANT COMMENTS
410	2031.03.01	CONSULTANT COMMENTS
411	2031.03.22	CONSULTANT COMMENTS
412	2031.04.12	CONSULTANT COMMENTS
413	2031.05.03	CONSULTANT COMMENTS
414	2031.05.24	CONSULTANT COMMENTS
415	2031.06.14	CONSULTANT COMMENTS
416	2031.07.05	CONSULTANT COMMENTS
417	2031.07.26	CONSULTANT COMMENTS
418	2031.08.16	CONSULTANT COMMENTS
419	2031.09.06	CONSULTANT COMMENTS
420	2031.09.27	CONSULTANT COMMENTS
421	2031.10.18	CONSULTANT COMMENTS
422	2031.11.08	CONSULTANT COMMENTS
423	2031.11.29	CONSULTANT COMMENTS
424	2031.12.20	CONSULTANT COMMENTS
425	2032.01.10	CONSULTANT COMMENTS
426	2032.01.31	CONSULTANT COMMENTS
427	2032.02.21	CONSULTANT COMMENTS
428	2032.03.14	CONSULTANT COMMENTS
429	2032.04.04	CONSULTANT COMMENTS
430	2032.04.25	CONSULTANT COMMENTS
431	2032.05.16	CONSULTANT COMMENTS
432	2032.06.06	CONSULTANT COMMENTS
433	2032.06.27	CONSULTANT COMMENTS
434	2032.07.18	CONSULTANT COMMENTS
435	2032.08.08	CONSULTANT COMMENTS
436	2032.08.29	CONSULTANT COMMENTS
437	2032.09.19	CONSULTANT COMMENTS
438	2032.10.10	CONSULTANT COMMENTS
439	2032.10.31	CONSULTANT COMMENTS
440	2032.11.21	CONSULTANT COMMENTS
441	2032.12.12	CONSULTANT COMMENTS
442	2033.01.02	CONSULTANT COMMENTS
443	2033.01.23	CONSULTANT COMMENTS
444	2033.02.13	CONSULTANT COMMENTS
445	2033.03.06	CONSULTANT COMMENTS
446	2033.03.27	CONSULTANT COMMENTS
447	2033.04.17	CONSULTANT COMMENTS
448	2033.05.08	CONSULTANT COMMENTS
449	2033.05.29	CONSULTANT COMMENTS
450	2033.06.19	CONSULTANT COMMENTS
451	2033.07.10	CONSULTANT COMMENTS
452	2033.07.31	CONSULTANT COMMENTS
453	2033.08.21	CONSULTANT COMMENTS
454	2033.09.11	CONSULTANT COMMENTS
455	2033.10.02	CONSULTANT COMMENTS
456	2033.10.23	CONSULTANT COMMENTS
457	2033.11.13	CONSULTANT COMMENTS
458	2033.12.04	CONSULTANT COMMENTS
459	2033.12.25	CONSULTANT COMMENTS
460	2034.01.15	CONSULTANT COMMENTS
461	2034.02.05	CONSULTANT COMMENTS
462	2034.02.26	CONSULTANT COMMENTS
463	2034.03.19	CONSULTANT COMMENTS
464	2034.04.09	CONSULTANT COMMENTS
465	2034.04.30	CONSULTANT COMMENTS
466	2034.05.21	CONSULTANT COMMENTS
467	2034.06.11	CONSULTANT COMMENTS
468	2034.07.02	CONSULTANT COMMENTS
469	2034.07.23	CONSULTANT COMMENTS
470	2034.08.13	CONSULTANT COMMENTS
471	2034.09.03	CONSULTANT COMMENTS
472	2034.09.24	CONSULTANT COMMENTS
473	2034.10.15	CONSULTANT COMMENTS
474	2034.11.05	CONSULTANT COMMENTS
475	2034.11.26	CONSULTANT COMMENTS
476	2034.12.17	CONSULTANT COMMENTS
477	2035.01.07	CONSULTANT COMMENTS
478	2035.01.28	CONSULTANT COMMENTS
479	2035.02.18	CONSULTANT COMMENTS
480	2035.03.10	CONSULTANT COMMENTS
481	2035.03.31	CONSULTANT COMMENTS
482	2035.04.21	CONSULTANT COMMENTS
483	2035.05.12	CONSULTANT COMMEN

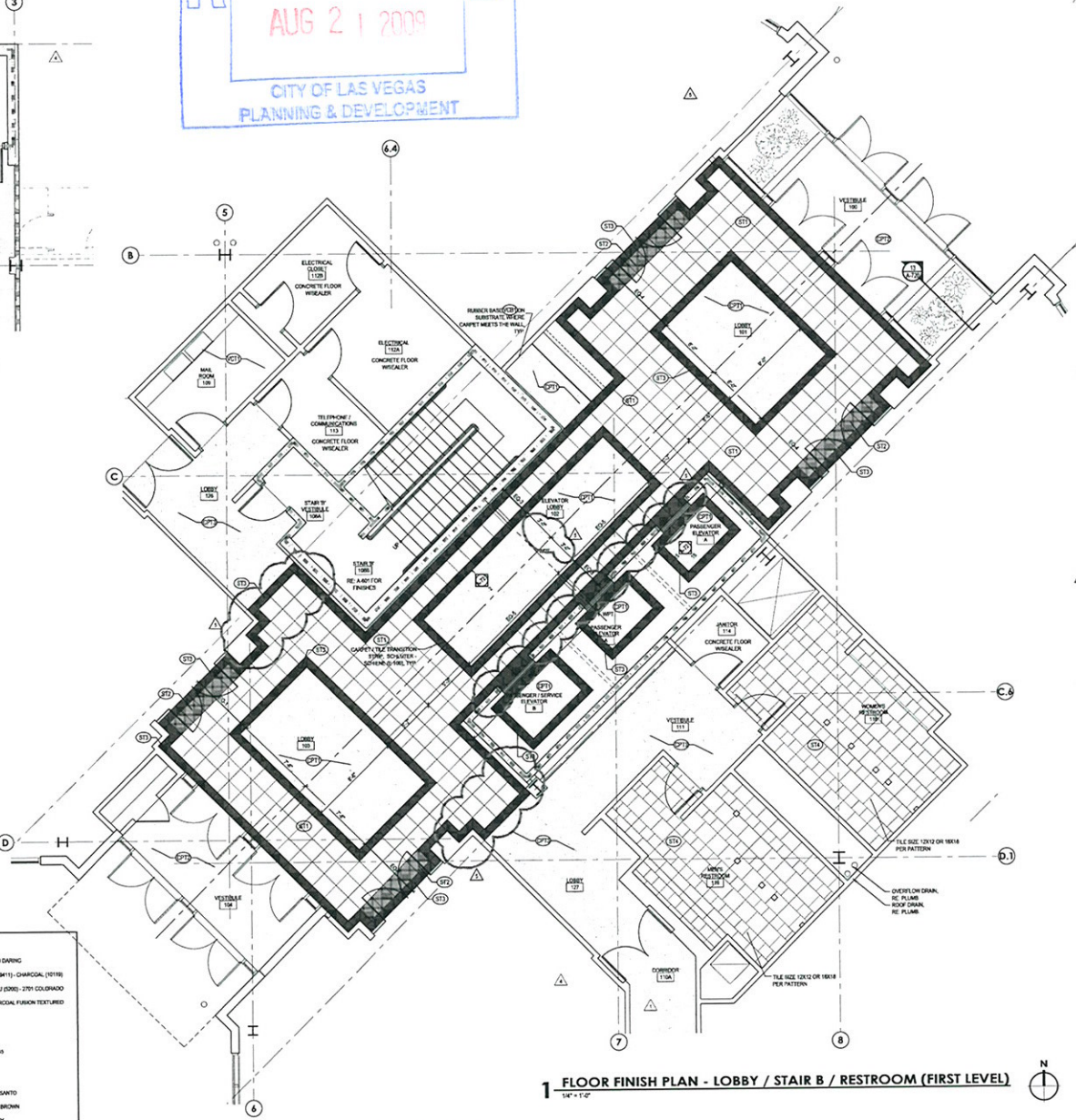
RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



3 FLOOR FINISH PLAN - STAIR A (FIRST LEVEL)
1/4" = 1'-0"



2 FLOOR FINISH PLAN - STAIR C (FIRST LEVEL)
1/4" = 1'-0"



1 FLOOR FINISH PLAN - LOBBY / STAIR B / RESTROOM (FIRST LEVEL)
1/4" = 1'-0"

MATERIALS LEGEND:

CPT1	CARPET - INVISION: SPIRIT (9157) - 289 DARING
CPT2	CARPET - SHAW: BORN JOUR EW04 (58411) - CHARCOAL (10119)
CPT3	CARPET - J&J COMMERCIAL - PLATEAU (5200) - 2701 COLORADO
PL1	PLASTIC LAMINATE - NEVAMAR - CHARCOAL FUSION TEXTURED (FW80017)
PT1	PAINT - BASKET BEIGE - SW 6143
PT2	PAINT - KILIM BEIGE - SW 6018
PT3	PAINT - INTELLECTUAL GRAY - SW 7045
PT4	PAINT - HOPSACK - SW 6139
PT5	PAINT A LA MODE - SW 7118
ST1	STONE TILE - ARIZONA TILE - GIALLO SANTO
ST2	STONE TILE - ARIZONA TILE - TROPIC BROWN
ST3	STONE TILE - DAL-TILE - GALAXY BLACK
ST4	STONE TILE - ARIZONA TILE - PL BRUNO IMPERO (12"x12" & 16"x16") - PORCELAIN TILE
T1	NOT USED
(CR)	RUBBER BASE - ROPPE - P195 BLACK-BROWN
VS1	GAGE VERTICAL SURFACING: GAGECAST, BILTMORE, GC 100/SS/MLK
WC1	WALL COVERING - LANARK GLAZED PAPER - LINEN LZ GP-09
WC2	WALL COVERING - KOROSEAL - PLYMOUTH LZ21-10
WD1	WOOD PANEL - MAPLE W/ CLEAR FINISH

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE 1 HR FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL, PROVIDE LIGHT BROOMED FINISH, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED / TINTED / LOW 'E' GLAZING SYSTEM

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE. ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANT, N.I.C.

W9 - MECHANICAL SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W10 - CORE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALL. GYP. BD. TO STRUCTURE ON CORRIDOR SIDE.

W13 - INTERIOR WALL SYSTEM: 12" REINFORCED CONCRETE SHEAR WALL, 2-HOUR RATING PER 2003 IBC, TABLE 720.1(2) & 1.1, RE: A-003 & STRUCTURAL

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. INSULATE GRID FROM PARTITIONS. RE: 2/A-216, ER-2244, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. Y726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 2 1/2" REINFORCED CONCRETE ON 3" D- 28 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE, ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

SCOPE OF WORK:

SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

GENERAL NOTES:

1. REFER TO SHEET A-601 FOR F FINISH LEGEND AND MATERIALS.
2. PROVIDE FLOOR FINISH TRANSITIONS AT THE CENTERLINE OF DOOR LEAF, UNLESS NOTED OTHERWISE.
3. PROVIDE STAINLESS STEEL TRANSITION STRIPS BETWEEN FLOOR FINISHES, UNLESS NOTED OTHERWISE.
4. PROVIDE RUBBER REDUCER BETWEEN FLOOR FINISHES AND UNFINISHED SLABS, TYPICAL.
5. CENTER FLOORING PATTERNS WITHIN THE SPACE UNLESS NOTED OTHERWISE.

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.: BOB
TELEPHONE: 720-279-5441
FAX: 720-279-5441
E-MAIL: bobl@lauthpg.com
PROJECT NUMBER: TBD
STATE NUMBER:

SEM ARCHITECTS
877 S Colorado Blvd
Suite 200
Denver, CO 80246
303 220 8500
303 220 0108 fax
www.SEMarchitects.com

CLIENT SIGN BY:

REV	DATE (YYYY-MM-DD)	DESCRIPTION	DRAWN BY
1	2009-08-07	CITY SUBMITTAL	DONATA/MIKE
2	2009-09-21	CITY RESUBMITTAL	DONATA/MIKE
3	2009-10-08	PLANNING COMMISSION	DONATA/MIKE

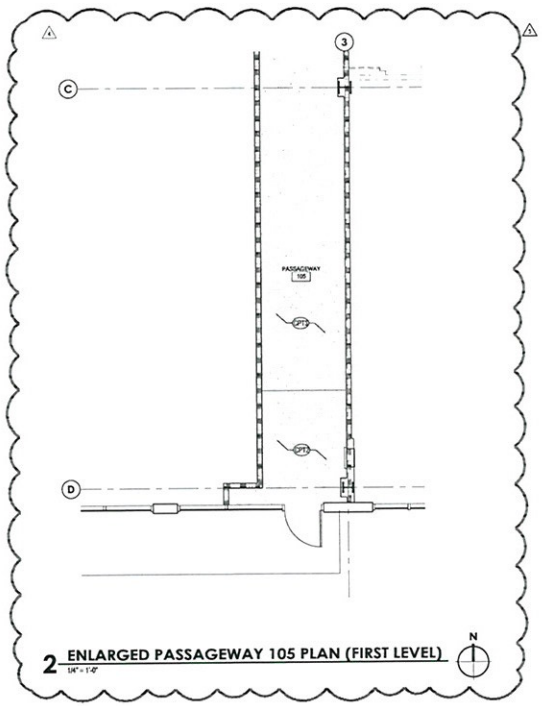
TITLE: FLOOR FINISH PLANS (FIRST LEVEL)

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

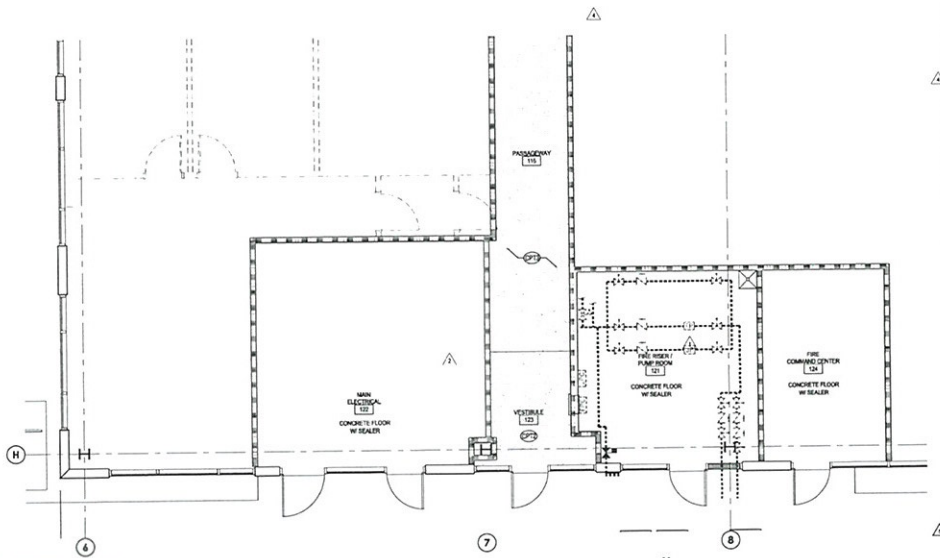
DRAWING NO: A-710
SHEET OF

TITLE: FLOOR FINISH PLANS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



2 ENLARGED PASSAGEWAY 105 PLAN (FIRST LEVEL)
1/4" = 1'-0"



1 ENLARGED VESTIBULE / UTILITY PLAN (FIRST LEVEL)
1/4" = 1'-0"

WVR-35710
10/08/09 PC

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE, AND 4" AGGREGATE BASE COURSE. REFER TO CIVIL

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PAINT OR FIRE-RESISTANT ASSEMBLY AS SHOWN BELOW

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, OVER 2" SAND CAP, OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL, PROVIDE LIGHT BROOMED FINISH, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING, PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE. STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EQUIPS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER, PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANT, N.I.C.

W9 - MECHANICAL SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER, PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W10 - PARTITION WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-465

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE SUBSTRATE, RE: STRUCTURAL, RE: CORRIDOR SIDE

W13 - INTERIOR WALL SYSTEM: 12" REINFORCED CONCRETE SHEAR WALL. 2-HOUR RATING PER 2003 IBC, TABLE 720.1(2) & 1.1, RE: A-003 & STRUCTURAL

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS, RE: DS-210, ER-2144, COMPLIANCE TO ASTM C635, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS WITH SPRAY APPLIED FIRE PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. X791, COMPOSITE FLOOR ASSEMBLY OF 2 1/2" REINFORCED CONCRETE ON 3" D. 20 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE PROOFING

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P744, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE PROOFING

SCOPE OF WORK:

SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

GENERAL NOTES:

1. REFER TO SHEET A-901 FOR FINISH LEGEND AND MATERIALS.
2. PROVIDE FLOOR FINISH TRANSITIONS AT THE CENTERLINE OF DOOR LEAF, UNLESS NOTED OTHERWISE.
3. PROVIDE STAINLESS STEEL TRANSITION STRIPS BETWEEN FLOOR FINISHES, UNLESS NOTED OTHERWISE.
4. PROVIDE RUBBER REDUCER BETWEEN FLOOR FINISHES AND UNFINISHED SLABS, TYPICAL.
5. CENTER FLOORING PATTERNS WITHIN THE SPACE UNLESS NOTED OTHERWISE.

FINISH LEGEND:

CARPET
- CPT1 — REFER TO MATERIALS LEGEND ON SHEET A-901
- CPT2 — REFER TO MATERIALS LEGEND ON SHEET A-901
- CPT3 — REFER TO MATERIALS LEGEND ON SHEET A-901

STONE TILE:
- ST1 — REFER TO MATERIALS LEGEND ON SHEET A-901
- ST2 — REFER TO MATERIALS LEGEND ON SHEET A-901
- ST3 — REFER TO MATERIALS LEGEND ON SHEET A-901
- ST4 — REFER TO MATERIALS LEGEND ON SHEET A-901

PORCELAIN TILE:
- VCT — REFER TO MATERIALS LEGEND ON SHEET A-901

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT MGR.
CONTACT: E. KELLY
TELEPHONE: 732.274.1241
FAX:
E-MAIL: ekelly@lauth.net
STREET ADDRESS: 2 PARAGON WAY
STATE NUMBER:

SEM ARCHITECTS
677 S Colorado Blvd
Suite 200
Denver, CO 80246
303 220 8500
303 220 0108 Fax
www.11sem@1sem.com

CLIENT SIGN BY:

NO	DESCRIPTION	DATE
1	PLAN REVIEW	08/21/09

DATE: 07/17/09
PROJECT NO: 0647
SCALE & UNIT: AS NOTED
CONTACT: Mark Dewey
DRAWN BY: JOSE MEJIA
CHECKED BY: JM

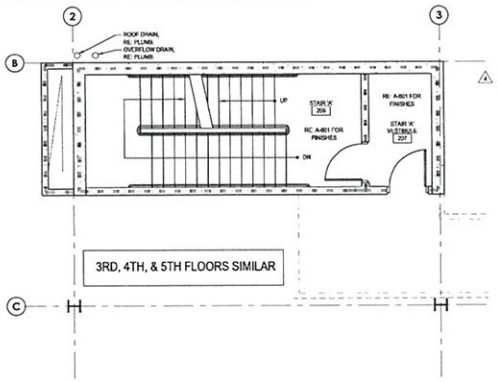
TITLE: FLOOR FINISH PLANS (FIRST LEVEL)

PROJECT:
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

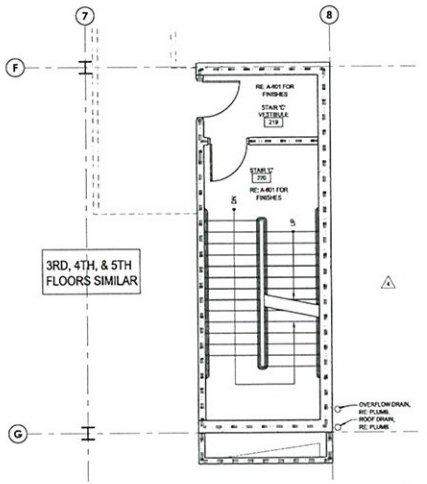
DRAWING NO: A-711
SHEET OF

TITLE: FLOOR FINISH PLANS

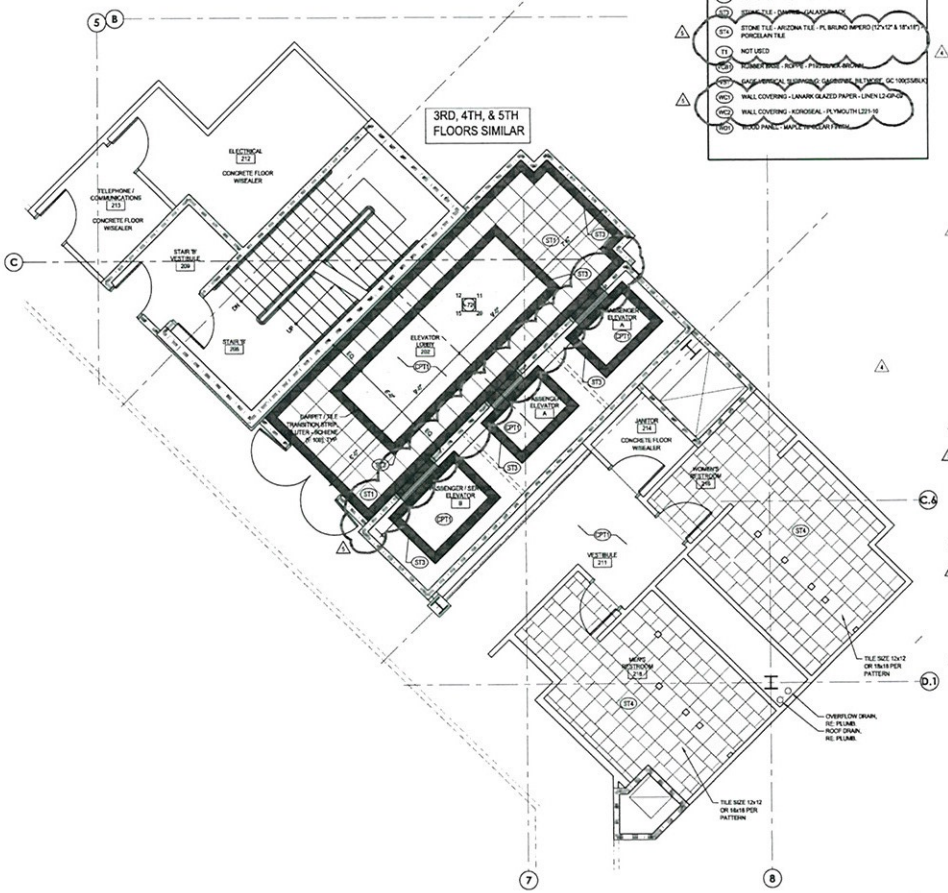
RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
6.4 PLANNING & DEVELOPMENT



3 FLOOR FINISH PLAN - STAIR A (SECOND LEVEL)
1/4" = 1'-0"



2 FLOOR FINISH PLAN - STAIR C (SECOND LEVEL)
1/4" = 1'-0"



1 FLOOR FINISH PLAN - LOBBY / STAIR B / RESTROOM (SECOND LEVEL)
1/4" = 1'-0"

MATERIALS LEGEND:

CPT1	CARPET - INVISION SPIRIT (51517) - 700 DARING
CPT2	CARPET - SHAW BORN JOUR EW24 (5M411) - CHARCOAL, (70119)
CPT3	CARPET - J&J COMMERCIAL - PLATEAU (CORE) - 2701 COLORADO
PL1	PLASTIC LAMINATE - NEVAMAR - CHARCOAL FUSION TEXTURED (FW28017)
PT1	PAINT - BASKET BEIGE - SW 6143
PT2	PAINT - KILIM BEIGE - SW 6016
PT3	PAINT - INTELLECTUAL GRAY - SW 7045
PT4	PAINT - HOPSACK - SW 6139
PT5	PAINT A LA MODE - SW 7116
ST1	STONE TILE - ARIZONA TILE - GIALLO SANTO
ST2	STONE TILE - ARIZONA TILE - TROPIC BROWN
ST3	STONE TILE - DANUBE - GALAXY BLACK
ST4	STONE TILE - ARIZONA TILE - PL BRUNO IMPERO (12"x12" & 18"x18") PORCELAIN TILE
T1	NOT USED
WD1	RUBBER BASE - ROPPE - P162 DARK BROWN
WP1	BASE/WINDOW SURROUND - CAESARSTONE, 3M THICK - QC 1000 SILK
WC1	WALL COVERING - LANARK GLAZED PAPER - LINEN L2-GP426
WC2	WALL COVERING - KORSEAL - PLYMOUTH L221-10
WD1	WOOD PANEL - MAPLE W/ CLEAR FINISH

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REF EX TO CIVIL

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PAINT OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE OVER 2" SAND OR 10" OVER VAPOR RETARDER, OVER 6" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 RIGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS. RE. STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW E" GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - (LOBBY) ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. TA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER, PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL-FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANT, N.I.C.

W9 - MECHANICAL SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER, PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415

W10 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS ON CONCRETE WALL. CFP TO STRUCTURE ON CORRIDOR SIDE

W13 - INTERIOR WALL SYSTEM: 12" REINFORCED CONCRETE SHEAR WALL. 2-HOUR RATING PER 2003 IBC, TABLE 720.1(2)-A-1.1, RE: A-601 & STRUCTURAL

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 20A-210, ER-2244, COMPLIANCE TO ASTM C635, AS14C001, AND AASC 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. 9725, STEEL COLUMNS WITH SPRAY APPLIED FIRE PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. 9738, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N769, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D 28 GA. METAL DECKING (5 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE PROOFING.

SCOPE OF WORK:

SCOPE OF WORK RELATED TO COMMON AREA INTERIORS IS INTENDED TO CONVEY A GENERAL LEVEL OF QUALITY AND MINIMUM STANDARDS. DESIGN OF COMMON AREA SPACES WILL BE FURTHER REFINED AND FINISH MATERIAL SELECTIONS COMPLETED WITH A FUTURE SET OF DESIGN DOCUMENTS.

GENERAL NOTES:

1. REFER TO SHEET A-601 FOR FINISH LEGEND AND MATERIALS.
2. PROVIDE FLOOR FINISH TRANSITIONS AT THE CENTERLINE OF DOOR LEAF, UNLESS NOTED OTHERWISE.
3. PROVIDE STAINLESS STEEL TRANSITION STRIPS BETWEEN FLOOR FINISHES, UNLESS NOTED OTHERWISE.
4. PROVIDE RUBBER REDUCER BETWEEN FLOOR FINISHES AND UNFINISHED SLABS, TYPICAL.
5. CENTER FLOORING PATTERNS WITHIN THE SPACE UNLESS NOTED OTHERWISE.

WVR-35710
10/08/09 PC

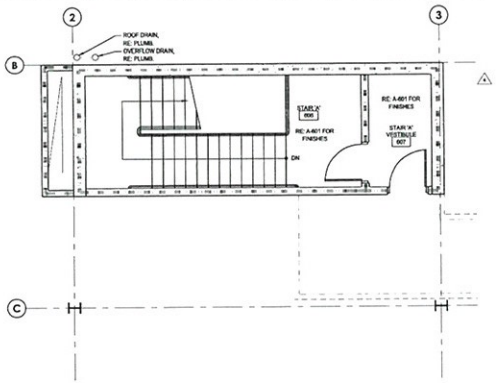
LAUTH
866 848 6500 - www.lauth.net
LAUTH PROPERTY GROUP
SEM ARCHITECTS
877 S Colorado Blvd
Suite 200
Denver, CO 80246
303 220 8500
303 220 0708 Fax
www.SEMARCHITECTS.com

DESCRIPTION: 1ST SUBMITTAL
DRAWN BY: DOUGLAS MEIER
CHECKED BY: DOUGLAS MEIER
DATE: 08/21/09

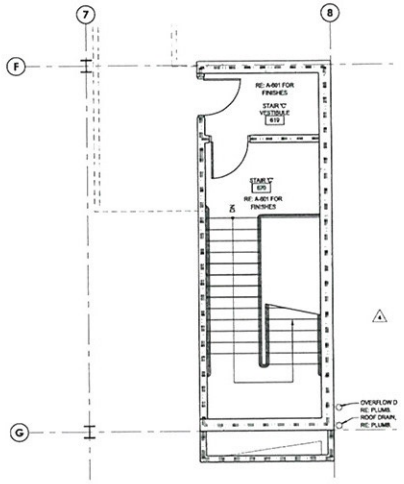
TITLE: FLOOR FINISH PLANS (SECOND LEVEL)
PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DRAWING NO: A-712
SHEET OF
TITLE: FLOOR FINISH PLANS

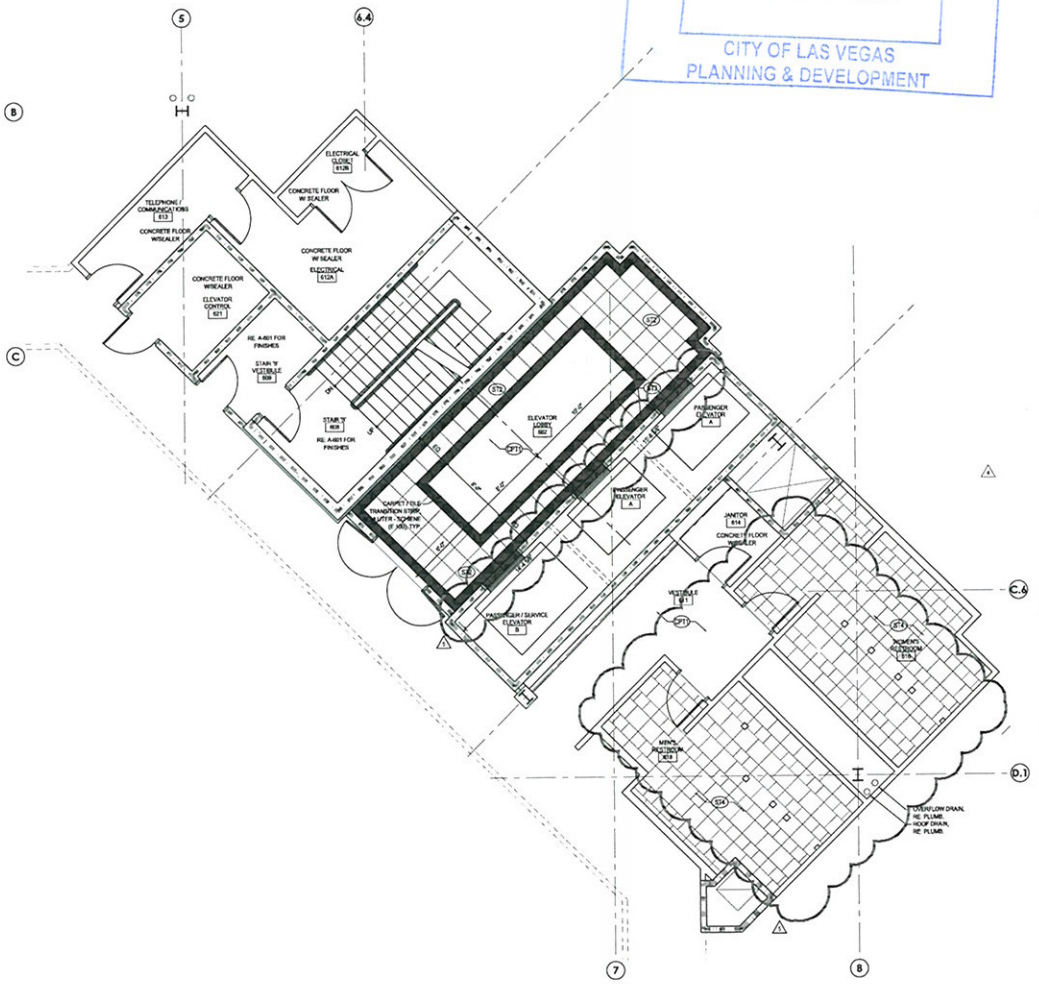
RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



3 FLOOR FINISH PLAN - STAIR A (SIXTH LEVEL)
1/4" = 1'-0"



2 FLOOR FINISH PLAN - STAIR C (SIXTH LEVEL)
1/4" = 1'-0"



1 FLOOR FINISH PLAN - LOBBY / STAIR B / RESTROOM (SIXTH LEVEL)
1/4" = 1'-0"

FLOOR SYSTEMS

ASPHALT PAVING ON GRADE SYSTEM: 2" ASPHALT ON GRADE AND 4" AGGREGATE BASE COURSE, REFER TO CIVIL.

SLAB ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE, 3" SAND OVER VAPOR RETARDER AND 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL.

STRUCTURAL FLOOR SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL. PAINT OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

STRUCTURAL DECK SYSTEM: CONCRETE SLAB ON METAL DECK, REFER TO STRUCTURAL, PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

CONCRETE PAVING ON GRADE SYSTEM: REINFORCED, CONCRETE SLAB ON GRADE OVER 3" SAND CAP OVER VAPOR RETARDER, OVER 4" AGGREGATE BASE COURSE, REFER TO STRUCTURAL. PROVIDE LIGHT BROOMED FINISH. PROVIDE TRAFFIC SEALANT AT ALL CONTROL JOINTS.

ROOF SYSTEMS

MEMBRANE ROOF SYSTEM: MECHANICALLY FASTENED T.P.O. ROOFING SYSTEM OVER R-22 IRGID INSULATION ANCHORED TO METAL DECKING. PART OF FIRE-RESISTANT ASSEMBLY DESCRIBED BELOW.

EXTERIOR WALL SYSTEMS

EXTERIOR WALL SYSTEM: SPECIFIED FINISH & WEATHER BARRIER OVER 5/8" GLASS MAT GYPSUM SHEATHING ON STEEL STUDS, RE: STRUCT. PROVIDE 6" FOIL-FACED BATT INSULATION (R-19).

WINDOW SYSTEMS

ALUMINUM WINDOW WALL SYSTEM: ANODIZED ALUMINUM WINDOW WALL FRAMING WITH 1" INSULATED TINTED / LOW 'E' GLAZING SYSTEM.

INTERIOR WALL SYSTEMS

W1 - TYPICAL WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE. GYPSUM BD. ON CORRIDOR SIDE TO STRUCTURE, ON TENANT SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W2 - INTERIOR WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W3 - EGRESS ENCLOSURE WALL SYSTEM: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. EA. SIDE 3 5/8" METAL STUDS @ 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W4 - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON ONE SIDE & 5/8" GYPSUM BOARD ON THE OTHER SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W4A - TOILET ROOM WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. ON EACH SIDE TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5 - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD ONE SIDE, TO 6" ABOVE CEILING, ON 3 5/8" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W5A - PLUMBING WALL SYSTEM: 5/8" MOISTURE RESISTANT GYPSUM BD. TO 6" ABOVE CEILING, ONE SIDE OF 6" METAL STUDS AT 16" O.C. TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W6 - STAIR ENCLOSURE WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 6" METAL STUDS AT 16" O.C. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-495.

W7 - ELEVATOR SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 6" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W8 - PERIMETER WALL SYSTEM: 3 5/8" METAL STUDS AT 16" O.C. WITH R-15 (3 1/2") FOIL FACED BATT INSULATION. DO NOT ATTACH STUDS TO EXTERIOR WALL PANEL. HOLD 1" MIN. OFF. EXTEND WALL TO UNDERSIDE OF METAL DECKING. PROVIDE SLIP TRACK HEAD. GYPSUM BD. FINISH BY TENANT.

W9 - MECHANICAL SHAFT WALL: 2 LAYERS 5/8" TYPE 'X' GYPSUM BD. ON 4" SHAFTWALL STUDS AT 16" O.C. W/ 1" GYPSUM BD. LINER. PROVIDE RATED SLIP TRACK HEAD. 2-HOUR RATED ASSEMBLY, UL # U-415.

W10 - INTERIOR WALL SYSTEM: METAL STUDS AT 16" O.C. WITH 5/8" GYPSUM BD. ON EACH SIDE, TO 6" ABOVE CEILING. EXTEND STUDS TO BOTTOM OF STRUCTURE ABOVE, PROVIDE SLIP TRACK HEAD.

W11 - INTERIOR WALL SYSTEM: 5/8" TYPE 'X' GYPSUM BD. ON 3 5/8" METAL STUDS AT 16" O.C. EXTEND WALL UP TO STRUCTURE & PROVIDE RATED SLIP TRACK HEAD. 1-HOUR RATED ASSEMBLY, UL # U-495.

W12 - INTERIOR WALL SYSTEM: 5/8" GYPSUM BD. ON 7/8" HAT CHANNELS OR FURRING CHANNELS, TO STRUCTURE ABOVE.

W13 - INTERIOR WALL SYSTEM: 12" REINFORCED CONCRETE SHEAR WALL, 2-HOUR RATING PER 2003 IBC, TABLE 720.1(2) 4-1.1, RE: A-003 & STRUCTURAL.

CEILING SYSTEMS

SUSPENDED CEILING SYSTEM: SUSPENDED GRID CEILING WITH ACOUSTICAL TILES. ISOLATE GRID FROM PARTITIONS. RE: 2A-210, ER-2244, COMPLIANCE TO ASTM D208, ASTM C636, AND ASCE 7.

SUSPENDED GYPSUM BOARD SYSTEM: 1/2" GYPSUM CEILING BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

SUSPENDED GYPSUM SOFFIT BOARD SYSTEM: 5/8" EXTERIOR GYPSUM SOFFIT BOARD ON SUSPENDED STEEL FRAMING, PAINTED. ER-1338

FIRE-RESISTANCE RATINGS

STRUCTURAL FRAME MEMBERS, TYPICAL: 1-HOUR RATING, U.L. X771 & U.L. V725, STEEL COLUMNS WITH SPRAY APPLIED FIRE-PROOFING.

STRUCTURAL FRAME MEMBERS, ENHANCED: 2-HOUR RATING, U.L. X771 & U.L. V726, STEEL COLUMNS AND BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FLOOR CONSTRUCTION: 1-HOUR RATING, U.L. D788 & U.L. N791, COMPOSITE FLOOR ASSEMBLY OF 3 1/2" REINFORCED CONCRETE ON 3" D 20 GA. METAL DECKING (6 1/2" TOTAL) SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

ROOF CONSTRUCTION: 1-HOUR RATING, U.L. P741, SINGLE PLY MEMBRANE ROOF OVER 1 1/2" METAL DECKING SUPPORTED BY STEEL BEAMS WITH SPRAY APPLIED FIRE-PROOFING.

FINISH LEGEND:

CARPET:
- CPT1 — REFER TO MATERIALS LEGEND ON SHEET A-601
- CPT2 — REFER TO MATERIALS LEGEND ON SHEET A-601
- CPT3 — REFER TO MATERIALS LEGEND ON SHEET A-601

STONE TILE:
- ST1 — REFER TO MATERIALS LEGEND ON SHEET A-601
- ST2 — REFER TO MATERIALS LEGEND ON SHEET A-601
- ST3 — REFER TO MATERIALS LEGEND ON SHEET A-601
- ST4 — REFER TO MATERIALS LEGEND ON SHEET A-601

VINYL COMPOSITION TILE:
- VCT1 — REFER TO MATERIALS LEGEND ON SHEET A-601

WVR-35710
10/08/09 PC

LAUTH
866.848.6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: BOB
CONTACT: K. KELLY
TELEPHONE: 734-214-5441
FACSIMILE: 734-214-5444
E-MAIL: kkelly@lauth.net
PROJECT NUMBER: TBA
R.E.I.S. NUMBER:

SEM ARCHITECTS
4701 E Colorado Blvd
Suite 200
Denver CO 80246
303.220.0766
303.220.0768 Fax
www.SEMarchitects.com

DESIGNED BY:

DRAWN BY:

CHECKED BY:

FLOOR FINISH PLANS (SIXTH LEVEL)

PROJECT:
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

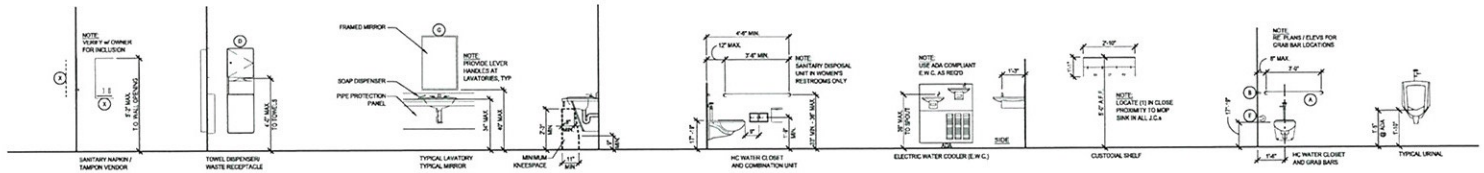
REV	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-10-07	PER CITY COMMENTS

CONSULTANT COMMENTS:

DRAWING NO: A-713
SHEET OF

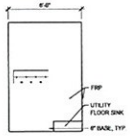
TITLE: FLOOR FINISH PLANS

26 GRAB BAR DETAIL
3/4" = 1'-0"

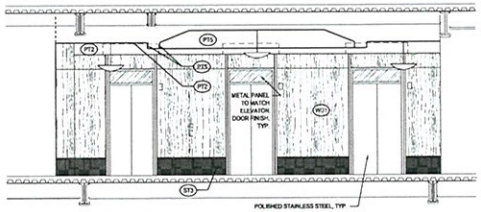


25 ACCESSIBILITY GUIDELINES
3/8" = 1'-0"

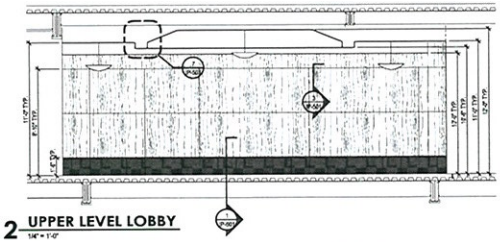
NOTE: VERIFY AND INSTALL ACCESSORIES AND FIXTURES PER ANSI GUIDELINES AND AS REQUIRED BY THE MANUFACTURER TO MEET ACCESSIBILITY REQUIREMENTS AND CLEARANCES.



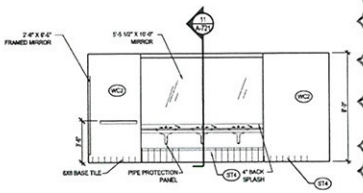
24 JANITOR RM 114, TYP.
1/4" = 1'-0"



20 UPPER LEVEL LOBBY
1/4" = 1'-0"



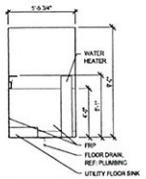
12 UPPER LEVEL LOBBY
1/4" = 1'-0"



4 WOMEN RM 116
1/4" = 1'-0"
MEN'S SIMILAR

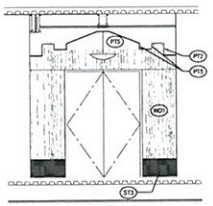
16 NOT USED

8 NOT USED

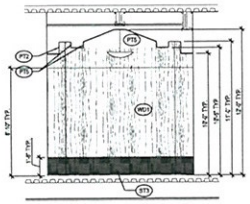


23 JANITOR RM 114, TYP.
1/4" = 1'-0"

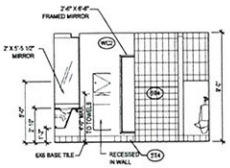
19 NOT USED



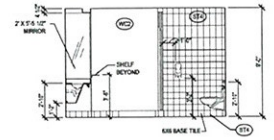
15 UPPER LEVEL LOBBY
1/4" = 1'-0"



11 UPPER LEVEL LOBBY
1/4" = 1'-0"



7 MEN RM 118
1/4" = 1'-0"

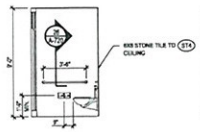


3 WOMEN RM 116
1/4" = 1'-0"
MEN'S SIMILAR

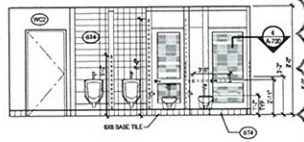
22 NOT USED

18 NOT USED

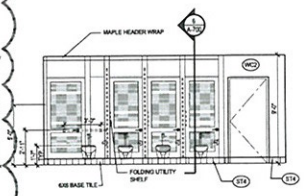
14 NOT USED



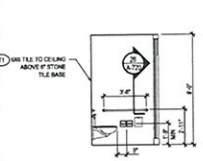
10 MEN RM 118, TYP.
1/4" = 1'-0"



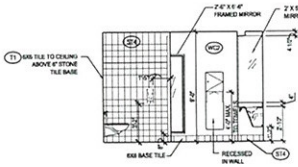
6 MEN RM 118
1/4" = 1'-0"



2 WOMEN RM 116
1/4" = 1'-0"



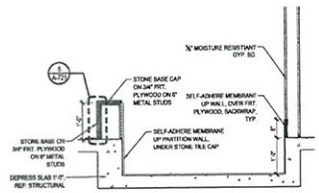
5 WOMEN RM 116, TYP.
1/4" = 1'-0"



1 WOMEN RM 116
1/4" = 1'-0"

21 NOT USED

17 NOT USED



13 Planter Detail
3/4" = 1'-0"

9 NOT USED

RECEIVED
AUG 31 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

WVR-35710
10/08/09 PC

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: BOB
CONTACT: K. KELLY
TELEPHONE: 734-214-5444
FACSIMILE: 734-214-5445
E-MAIL: rkelly@lauth.net
PROJECT NUMBER: 7594
FILE NUMBER:

SEM
ARCHITECTS
8775 E Orchard Road
Suite 200
Denver CO 80144
303 220 0700
303 220 0708 Fax
www.SEMarchitects.com

CLIENT REVIEW

T-24

INTERIOR ELEVATIONS

PROJECT:
MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE	DESCRIPTION
PC SUBMISSION 08/31/09	
1ST PLAN CHECK 09/11/09	
2ND PLAN CHECK 09/21/09	
3RD PLAN CHECK 09/30/09	
4TH PLAN CHECK 10/08/09	

DRAWING NO: A-720
SHEET OF
TITLE: INTERIOR ELEVATIONS

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

MATERIALS LEGEND:

CPT1	CARPET - INVISION; SPIRIT (9157) - 289 DARING
CPT2	CARPET - SHAW BORN JOUR EWQH (59411) - CHARCOAL (59119)
CPT3	CARPET - J&J COMMERCIAL - PLATEAU (5260) - 2701 COLORADO
PL1	PLASTIC LAMINATE - NEVAMAR - CHARCOAL FUSION TEXTURED (FM9011T)
PT1	PAINT - BASKET BEIGE - SW 6143
PT2	PAINT - KILIM BEIGE - SW 6018
PT3	PAINT - INTELLECTUAL GRAY - SW 7045
PT4	PAINT - HOPSACK - SW 6109
PT5	PAINT A LA MODE - SW 7116
ST1	STONE TILE - ARIZONA TILE - GIALLO SANTO
ST2	STONE TILE - ARIZONA TILE - TROPIC BROWN
ST3	STONE TILE - DAMERA - GALAXY WHITE
ST4	STONE TILE - ARIZONA TILE - PL BRUNO ARPERO (12"x12" & 18"x18") PORCELAIN TILE
T1	NOT USED
WC1	WALL COVERING - LANARK GLAZED PAPER - LINEN L2-GP-09
WC2	WALL COVERING - KORDSEAL - PLYMOUTH L221-15
WD1	WOOD PANEL - MAPLE - AMERICAN FIGURE

LAUTH
866 848 6500 - www.lauth.net

LAUTH PROPERTY GROUP
PROJECT: BOB
CONTACT: K KELLY
TELEPHONE: 720-274-0241
FAX: 720-274-0241
E-MAIL: rkelly@lauth.net
PROJECT NUMBER: 1784
STATE NUMBER:

SEM
877 S Colorado Blvd
Suite 200
Denver, CO 80246
303 320 8900
303 320 0708 Fax
www.SEMartPlants.com

DRAWN BY:
CHECKED BY:

TITLE: INTERIOR ELEVATIONS

PROJECT: MONTECITO OFFICE BUILDING
Core and Shell
Montecito Parkway
Las Vegas, Nevada

DATE (YYYY-MM-DD): 2009-08-07
SEM PROJECT NUMBER: 0908.05
CONSULTANT CONTACT:
CONSULTANT JOB NUMBER:

REV	DATE (YYYY-MM-DD)	DESCRIPTION
1	2009-09-14	PLANNING SUBMITTAL

DRAWING NO: A-721
SHEET OF:
TITLE: INTERIOR ELEVATIONS

WVR-35710
10/08/09 PC

17 INTERIOR DETAILS 1/2" = 1'-0"

12 INTERIOR SECTION 3/4"=1'-0"

8 NOT USED

7 INTERIOR DETAILS 3" = 1'-0"

6 NOT USED

16 INTERIOR ELEVATIONS 1/4" = 1'-0"

11 INTERIOR DETAILS 1"=1'-0"

5 INTERIOR ELEVATIONS 1/4" = 1'-0"

4 INTERIOR ELEVATIONS 1/4" = 1'-0"

3 INTERIOR ELEVATIONS 1/4" = 1'-0"

15 INTERIOR ELEVATIONS 1/4" = 1'-0"

2 INTERIOR ELEVATIONS 1/4" = 1'-0"

14 INTERIOR DETAILS 1/2" = 1'-0"

10 INTERIOR DETAILS 3" = 1'-0"

1 INTERIOR ELEVATIONS 1/4"=1'-0"

13 INTERIOR DETAILS 1/2" = 1'-0"

9 INTERIOR DETAILS 3" = 1'-0"

WVR-35710 - APPLICANT/OWNER: MONTECITO PARTNERS, LLC
6605 GRAND MONTECITO PARKWAY
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

WVR-35710 - APPLICANT/OWNER: MONTECITO PARTNERS, LLC
6605 GRAND MONTECITO PARKWAY
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

WVR-35710 - APPLICANT/OWNER: MONTECITO PARTNERS, LLC
6605 GRAND MONTECITO PARKWAY
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SPEED LIMIT 35
RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
Montecito
Switch location
04/26/2006
WVR-35710
10/08/09 PC
1

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

04/26/2006
WVR-35710
10/08/09 PC

2

Montecito Switch location

RECEIVED
AUG 2 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
05/08/2006
WVR-35710
10/08/09 PC
Nearby switch location

RECEIVED
AUG 2 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
05/08/2006
WVR-35710
10/08/09 PC
Nearby Switch location

RECEIVED
AUG 2 1 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
05/08/2006
WVR-35710
10/08/09 PC
Nearby example

ANY TIME
RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
05/08/2006
WVR-35710
10/08/09 PC
Nearby example

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
05/08/2006
WVR-35710
10/08/09 PC
Nearby example

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
05/08/2006
WVR-35710
10/08/09 PC
Nearby example

FC5056
RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
05/08/2006
WVR-35710
10/08/09 PC
Nearby example

PACIFIC UTILITY PRODUCTS
CLV
6390
SL
RECEIVED
AUG
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
05/08/2006
WVR-35710
10/08/09 PC
Nearby example

MARTIN HARRIS
CONSTRUCTION

July 13, 2009

City of Las Vegas
Attn: Ben Sticka
731 S. 4th Street
Las Vegas, NV 89101

Re: Montecito Office Building
NV Energy Switch-Box Location Variance

To Whom It May Concern:

We are requesting a variance for the set-back placement of the NV Energy Switch for this project, which is physically located on the northern end of Grand Montecito Parkway just before Rome Boulevard. The variance request is to reduce the 3ft-behind-sidewalk setback, to zero, with the switch being placed alongside the sidewalk (see photos 1 & 2 attached). We have found that this zero set-back placement of utility boxes occurs regularly in other business & residential centers in the immediate area, and have supplied photos to show a few of these instances, for reference.

No other work on the project, (i.e.; landscaping, architectural nor structural) is affected by this change and therefore is in compliance with the original permit requirements.

We are requesting this variance as the switch has been set, inspected and approved by NV Energy and is energized. Costs for removal and relocation, not to mention disruption of services to all of the businesses relying on this switch, makes moving this equipment at this juncture, a disruptive and expensive option.

We thank you for your time and consideration of this variance.

Sincerely,
MARTIN~HARRIS CONSTRUCTION

Leigh Ann Crist
Asst. Project Manager

cc: file

WVR-35710
10/08/09 PC

RECEIVED
AUG 21 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

3030 S. Highland Dr. • Las Vegas, Nevada 89109•702.385.5257•702.385.2053
www.martinharris.com

RECEIVED
CITY CLERK

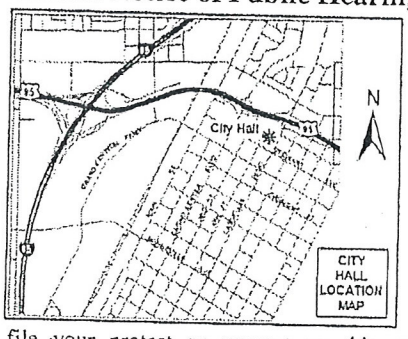
2009 OCT 26 A 10:51

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 OCT 23 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.

WVR-35710

City Council Meeting of 11/4/2009 I SUPPORT THIS REQUEST

11/4/2009 WVR-35710
Mr. Brian Schmidt
Martin Harris Construction
3030 South Highland Drive
Las Vegas, Nevada 89109

HAVOS11 89109

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

RECEIVED
OCT 02 2009

SUBJECT: WVR-35710 - APPLICANT/OWNER: MONTECITO PARTNERS, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *October 8, 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

10/2/09
Date

BRIAN J. SCHMIDT
Please print name

MONTECITO PARTNERS, LLC
Company Name

Sincerely,

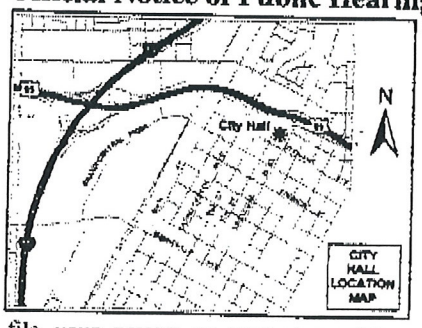
Steve Gebeke
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 10/2/09 Item 7

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.

WVR-35710

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 30 2009

Case: WVR-35710

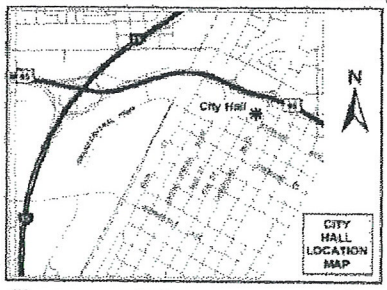
12521311030
DRISCOLL VICKI L
8336 ANTLER PINES CT
LAS VEGAS NV 89149-4503

GAVDE11 89149

7P

of Las Vegas
ing & Development Department
lopment Services Center
. Fourth Street
'egas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



u wish to file your protest or support on this request, check the
priate box below and return this card in an envelope with postage to the
ing & Development Department at the address listed above or fax this
of this card to (702) 385-7268. If you would like to contact your Council
esentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

se use available blank space on card for your comments.

R-35710

ning Commission Meeting of 10/8/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

This card should also explain the purpose of this project. What will it be used for etc.?

RECEIVED
SEP 30 2009

Case: WVR-35710

12520712076
BARRETT BENJAMIN J
8569 CALOMERIA CT
LAS VEGAS NV 89149-0242

GAVDS11 89149

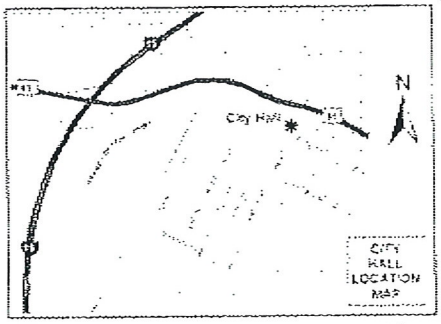
7P

Form: +1-970-221-0535 To: 17023857268 Page: 2/2 Date: 9/29/2009 6:22:39 PM

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.

WVR-35710

Planning Commission Meeting of 10/8/2009

PRESORTED FIRST CLASS

$00.41

MAILED FROM ZIPCODE 89101

RECEIVED
SEP 29 2009

Case WVR-35710

12528101008
BARTSAS MARY 20 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

7P

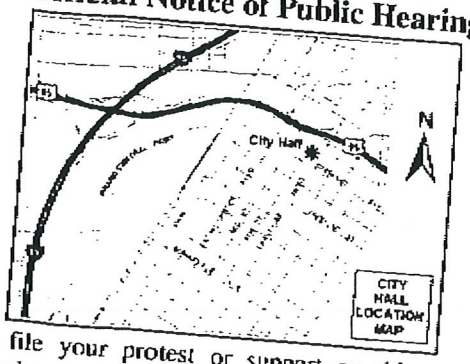
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M
0004279218
$ 00.41⁴
SEP 24 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 01 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.

WVR-35710

Planning Commission Meeting of 10/8/2009

12521412038 Case: WVR-35710
DEVIO ARPINA & ROLAND A JR
6501 ALPINE FOREST CT
LAS VEGAS NV 89149-4526

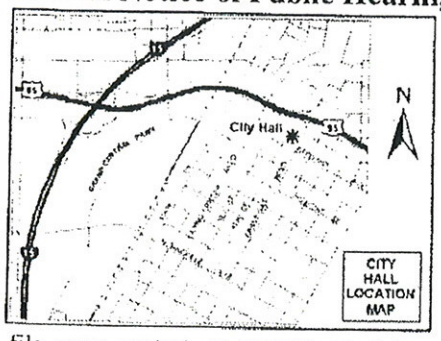
CAVDS11 89149

7P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

702-396-8087

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 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.

Case: WVR-35710

12521410022
KANAGIN GEORGE V & CONSTANCE M
8333 FAWN MEADOW AVE
LAS VEGAS NV 89149-4513

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-35710

Planning Commission Meeting of 10/8/2009

CONNIE

CAVDS11 89149

Submitted after final agenda

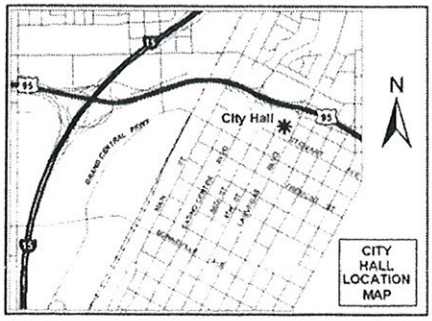
Date 10/5/09 Item 7P

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 SEP 24 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.

WVR-35710

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: WVR-35710

12521312028
TAYLOR DALE R & DARIA
5250 ALQUA LN
PAHRUMP NV 89061-0000

GAV0811 89061

Submitted after final agenda

Date 10/5/09 Item 7P

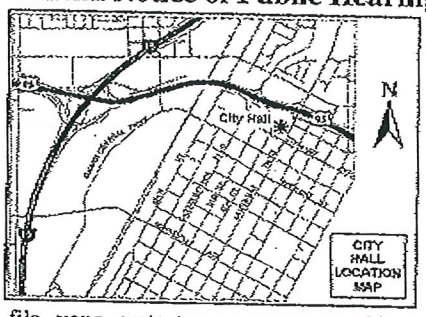
T-609 P003/003 F-100

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 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



SEP 25 2009

RECEIVED
OCT 01 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.

WVR-35710

Planning Commission Meeting of 10/8/2009

Case: WVR-35710
12520711004
CENTENNIAL ACADEMY L L C
4511 W CHEYENNE AVE #105
NO LAS VEGAS NV 89032-2439

CAVOS11 89032

7A

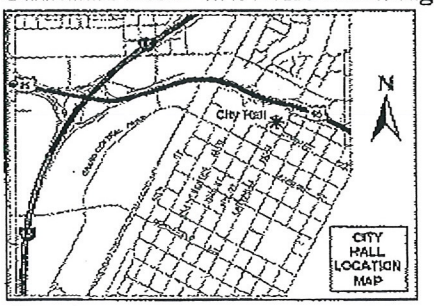
T-609 P002/003 F-100

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 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 01 2009

ROW
SEP 25 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.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-35710

Planning Commission Meeting of 10/8/2009

Case: WVR-35710
12520711007
SPINNAKER HOMES VII L L C
4511 W CHEYENNE AVE #105
NO LAS VEGAS NV 89032-2439

GAVDS11 89032

7A

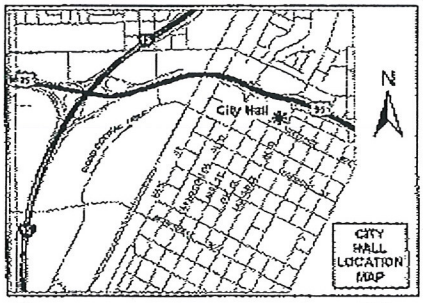
T-609 P001/003 F-100

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 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 01 2009

SEP 25

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.

WVR-35710

Planning Commission Meeting of 10/8/2009

Case: WVR-35710
12520711011
SPINNAKER HOMES VII L L C
%S AIZENBERG
4511 W CHEYENNE AVE #105
NO LAS VEGAS NV 89032-2439

GAVDS11 89032

7A

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

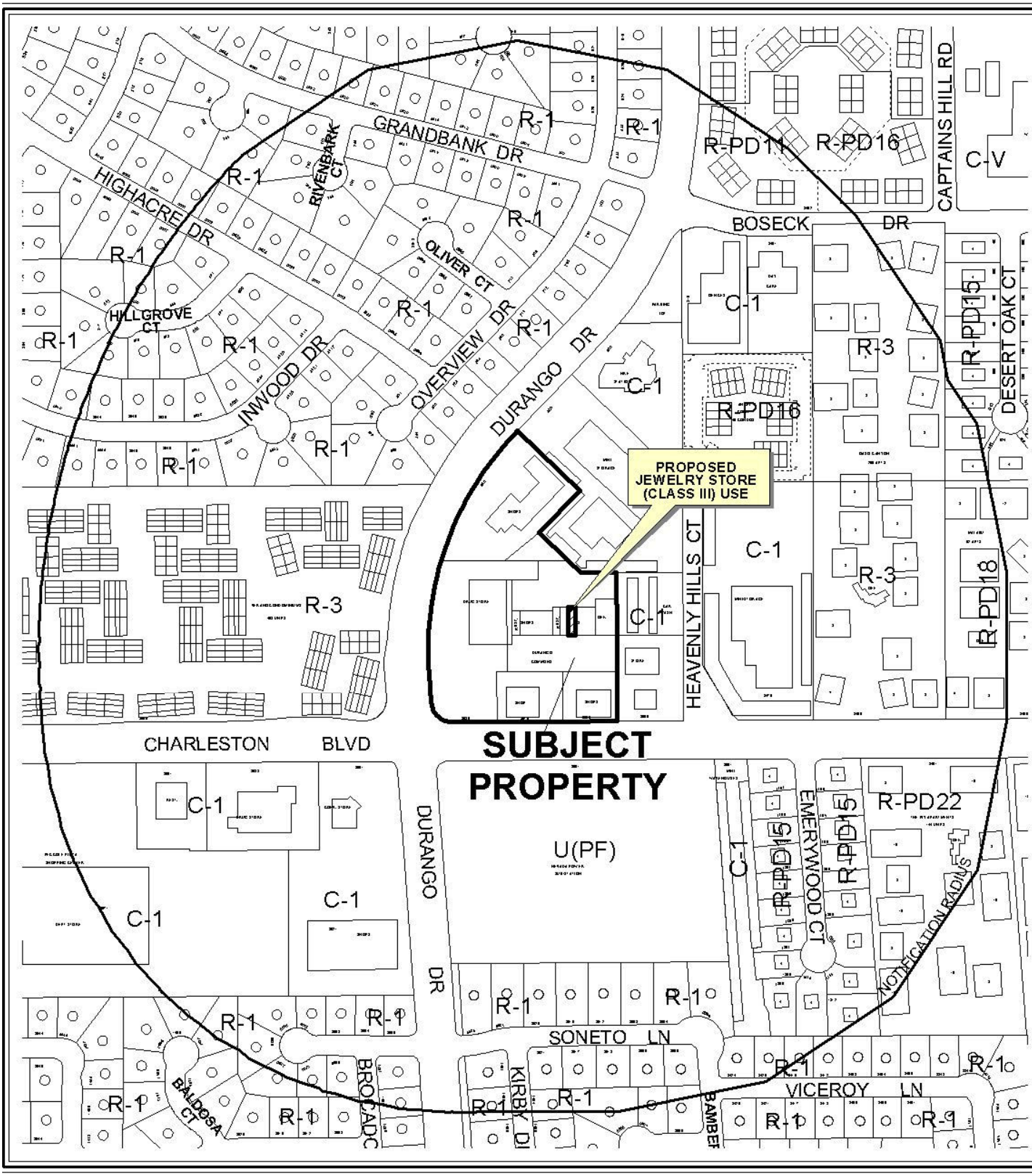
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-35734 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: JEWELRY MANUFACTURER"S EXCHANGE, INC. - OWNER: DURANGO COMMONS LTD, LLC - Request for a Special Use Permit TO ADD A JEWELRY STORE, CLASS III USE TO AN EXISTING JEWELRY STORE at 8550 West Charleston Boulevard, Suite #108 (APN 138-32-816-002), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 8



0 300 600 Feet

CASE: **SUP-35734**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

0 300 600 Feet

CASE: **SUP-35734**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35734 - APPLICANT: JEWELRY MANUFACTURER'S EXCHANGE, INC. - OWNER: DURANGO COMMONS LTD., LLC

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for Jewelry Store Class, III use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit to add a Jewelry Store, Class III use within an existing jewelry store at 8550 West Charleston Boulevard, Suite #108. The use will allow the option to buy used jewelry for the purpose of refurbishing in addition to selling new jewelry. Staff recommends approval of this request as the proposed use meets all minimum Special Use Permit requirements, and can be conducted in a manner that is compatible with the surrounding uses. If denied, the existing jewelry store would remain as it is.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
12/17/80	The subject site was Annexed (A-0018-80) into the City of Las Vegas as part of a larger request.
05/20/81	The City Council approved a request for a Rezoning (Z-0034-81) of approximately 2,249.23 acres of land From: N-U (Non-Urban) To: R-1, R-2, R-3, R-MHP, R-PD7, R-PD8, P-R, C-1, C-2, and C-V on property generally located north of Sahara Avenue, south of Westcliff Drive, west of Durango Drive, and east of Hualapai Way. The Planning Commission recommended approval.
09/25/97	The City Council approved a request for an Extension Of Time for a Special Use Permit [U-10096(1)] on property located on the northeast corner of Charleston Boulevard and Durango Drive which allowed Packaged Liquor Sales in conjunction with an approved Drugstore, U (Undeveloped) zone (SC (Service Commercial) General Plan designation under Resolution of Intent to C-1(Limited Commercial). The Planning Commission recommended approval.
10/08/98	The City Council approved a request for a Special Use Permit (U-0110-98) on property located north of Charleston Blvd and east of Durango Drive to increase the height of an existing wireless communication tower from 40 feet to 70 feet.
03/16/05	The Planning and Development Department approved a minor Site Development Review (SDR-1983) for proposed additional wireless antenna arrays on the existing wireless communication tower at 8550 West Charleston Boulevard.
09/27/07	The Planning and Development Department approved a minor Site Development Review (SDR-23997) was administratively approved for a proposed collocation of antennas on an existing 74-foot tall wireless communications facility, non-stealth at 1002 South Durango Drive.

10/11/07	The Planning and Development Department approved Site Development Review (SDR-24659) administratively for a proposed collocation of antennas on an existing 45-foot tall wireless communications facility, non-stealth at 1002 South Durango Drive.
10/08/09	The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #8/ao).
Related Building Permits/Business Licenses	
08/03/89	A business license (A07-01103) was issued for a apartment house at 8530 West Sahara Avenue. The license is still active.
02/15/96	A business license (A45-00003) was issued for an automobile detailing at 8560 West Sahara Avenue. The license was marked out of business on 10/16/07.
09/23/99	A business license (B20-00130) was issued business support service at 8530 West Sahara Avenue. The license is still active.
05/07/01	A business license (G02-00559) was issued for an garage minor auto at 8560 West Sahara Avenue. The license was marked out of business on 10/16/07.
08/04/05	A business license (G02-00714) was issued garage minor auto at 8550 West Sahara Avenue. The license is still active.
12/07/07	A business license (A45-00454) was issued automobile detailing at 8560 West Sahara Avenue. The license is still active.
Pre-Application Meeting	
08/12/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Secondhand Dealer were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
09/03/09	A Field check was made by staff with the following observations: • There is an operating jewelry store at this location. • There is adequate parking provided at this large commercial shopping center.

Details of Application Request	
Site Area	
Gross Acres	1.67

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

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	
Existing Commercial Center	17,000 SF		74	3	74	3	Y*
SubTotal			77		77		
TOTAL (including handicap)			77		77		

*The proposed use has no additional parking requirement beyond the principle use.

ANALYSIS

This a request for a Special Use Permit for a Jewelry Store, Class III use within an existing jewelry store at 8550 West Charleston Boulevard, Suite #108. A Jewelry Store, Class III use is defined by Title 19.20.020 as a "store which buys and sells scrap precious metals for marketing as a commodity in bar form or in other than jewelry form, or which buys and sells precious metal bars and coins that are sold as a commodity rather than for numismatic purposes. This may include operations similar to a new jewelry store". The proposed use is within the guideline of the permissible use definition. The applicant will buy used jewelry as a way to acquire various precious metals for refurbishing.

A Pedestrian Path, as classified by the 2020 Las Vegas Master Plan Trails Element, has been dedicated and constructed along the north side of Charleston Boulevard. This Special Use Permit request will not have an adverse impact on the established Pedestrian Trail.

As the proposed use is located within an established Jewelry Store, and the new use does not present any significant impact to the surrounding uses, staff recommends approval.

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 Jewelry Store Class III use will be harmonious and compatible with the uses in the existing shopping center and with the commercial uses on adjacent properties.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the proposed use. On-site parking and circulation are adequate to serve the needs of the use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Charleston Boulevard and South Durango Drive, both 100-foot Primary Arterials as designated in the Master Plan of Streets and Highways. These streets provide adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed store complies with the Minimum Special Use Permit requirements for the use. There are no distance separation requirements for a Jewelry Store Class III use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

ASSEMBLY DISTRICT 3

SENATE DISTRICT 8

NOTICES MAILED 737 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-35734** APN: 138-32-816-002

Name of Property Owner: Durango Commons Ltd., LLC

Name of Applicant: Jewelry Manufacturer's Exchange, Inc.

Name of Representative: Sam Dinnis

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: James Blair Bayne

Subscribed and sworn before me

This 24th day of August, 2009

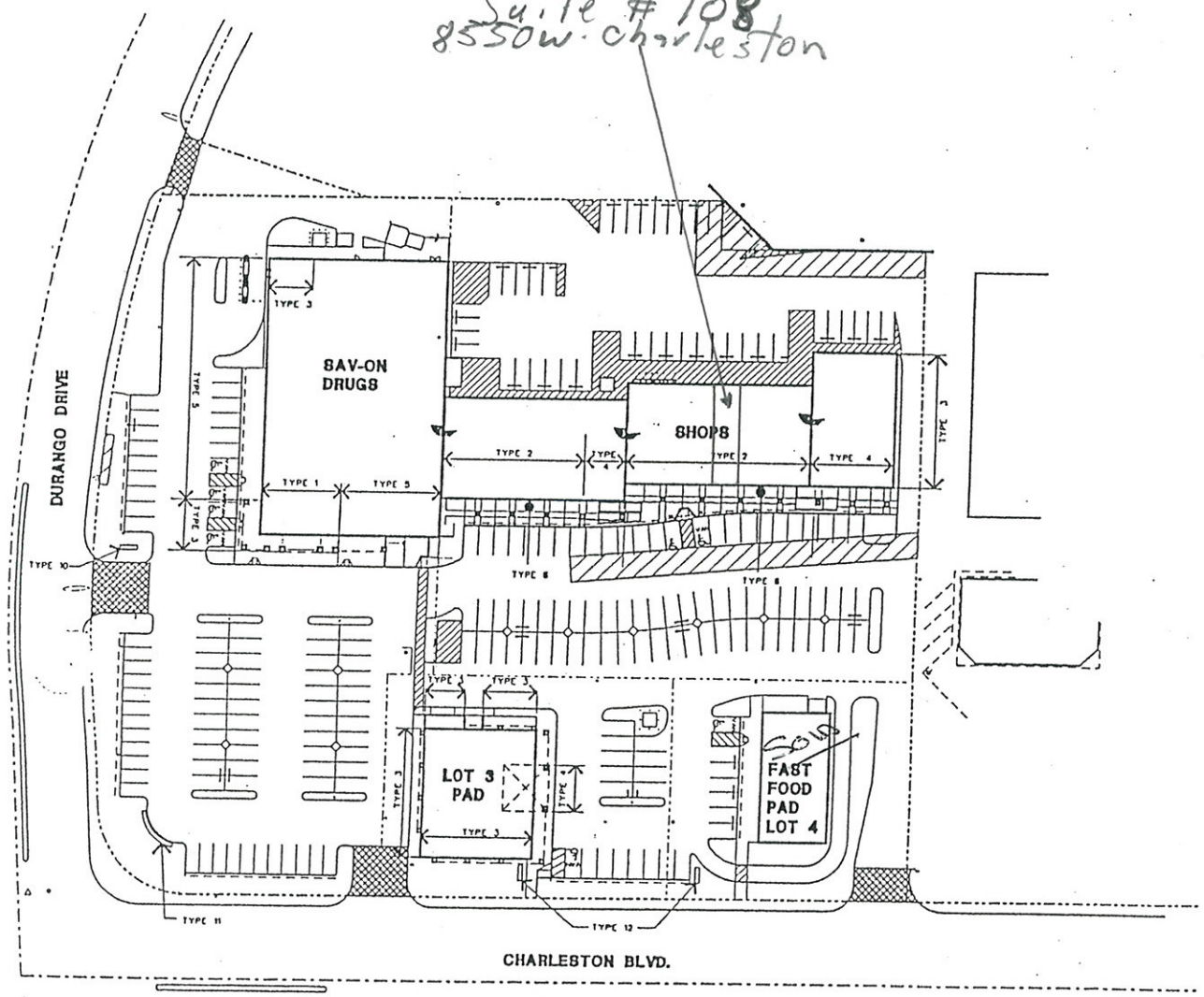
_____

Notary Public in and for said County and State

TOBI L. LAND
Notary Public, State of Nevada
Appointment No. 9603521
My Appt. Expires Sept. 27, 2009

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

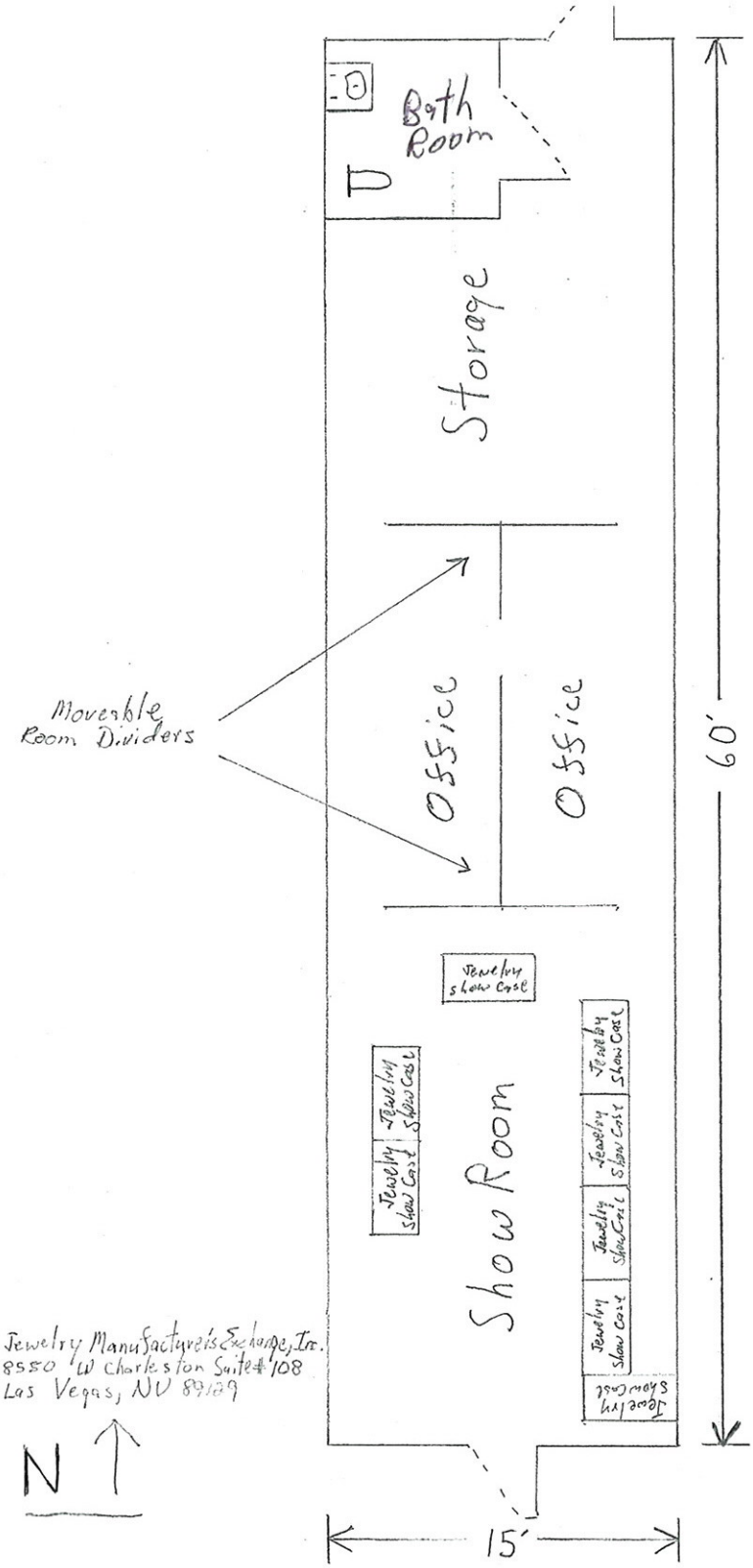
Jewelry Manufacturers Exchange, Inc.
Suite #108
8550 W. Charleston



NORTH

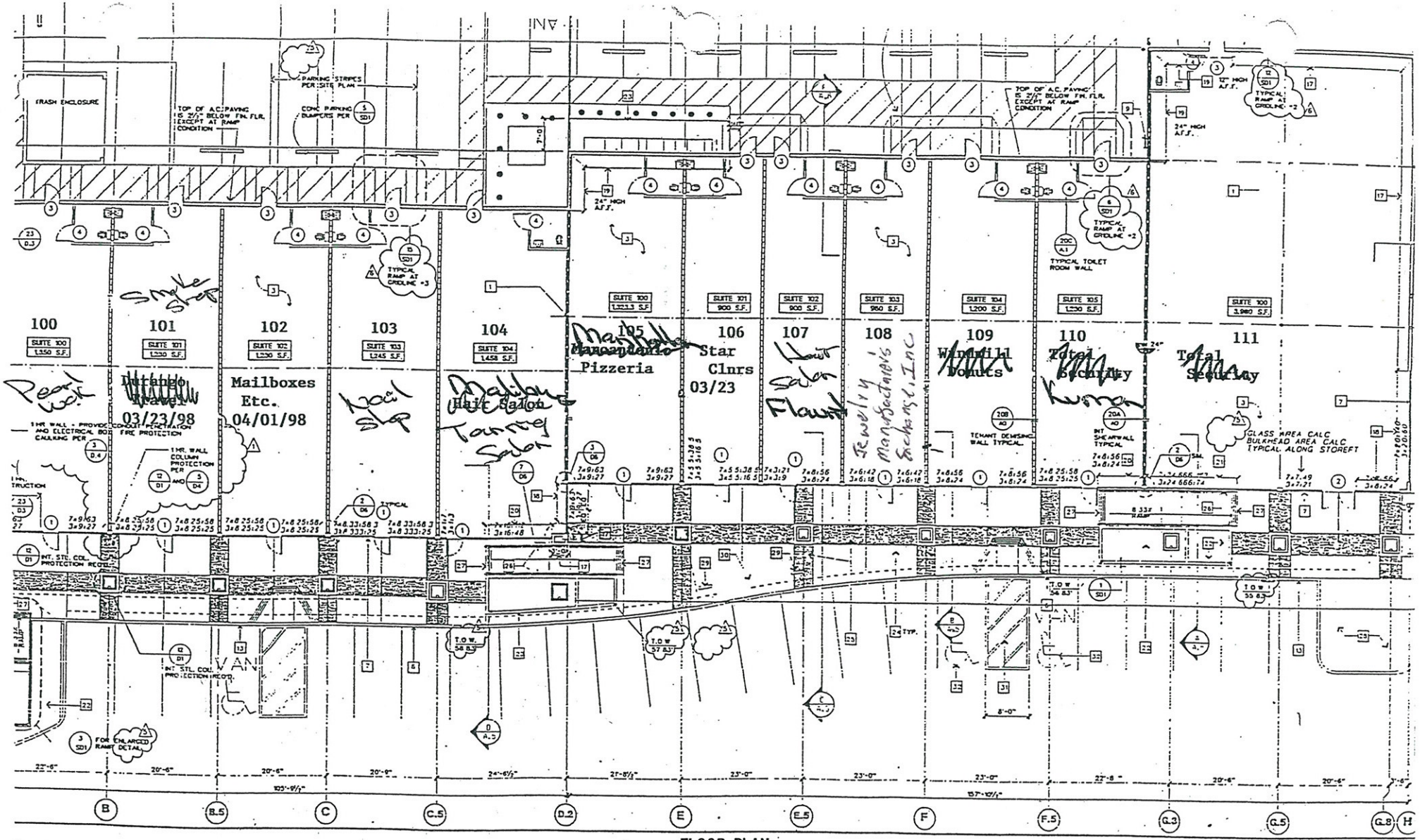
SUP-35734
10/08/09 PC

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-35734
10/08/09 PC



FLOOR PLAN

XL LEDGEN:

REFERS TO DOOR SYMBOL

REFERS TO PLAN KEYNOTES

TYPICAL INTERIOR TENANT DEMISING WALL PER (208 AO)

TYPICAL INTERIOR SHEARWALL PER STRUCTURAL DWGS. AND SEC. (20A)

GENERAL NOTE:

ATTENTION ELECTRICAL, MECHANICAL, PLUMBING and FIRE SPRINKLER SUBCONTRACTORS!

ALL EQUIPMENT, DUCT WORK, PIPING, CONDUITING, BRACKETS, ACCESSORIES, ETC. MUST BE HELD A MINIMUM OF 12'-8" ABOVE THE FLOOR BELOW

FLOOR PLAN NOTES:

1. STEEL COLUMN - SEE STRUCTURAL DWGS. (17 01)
2. DEMISING WALL PER (A12 01)
3. CONCRETE SLAB - SEE STRUCTURAL DWGS.
4. DASHED LINE INDICATES LINE OF OPENINGS ABOVE OR CANOPY - SEE EXTERIOR ELEVATIONS

14. LOCATION OF ELECT. EQUIPMENT - REFER TO ELECT. DWGS. FOR ADDTL INFO.
15. LOCATION OF TELEPHONE EQUIP. - SEE ELECTRICAL DRAWINGS FOR INFORMATION
16. LOCATION OF ELEC. SUB-PANEL AT EA. SUITE - SEE ELECT. DWGS.
17. PROVIDE DEEPENED FOOTING DUE TO LOWER ADJACENT GRADE PER STRUCT. DWGS AND

22. RAISED CONC. SLAB FOR ELEC EQ.
23. NATURAL GRAY CONC. HARDSCAPE 4" THICK, PROVIDE EXPANSION
24. INTEGRALLY COLORED HARDSCAPE 3000 PSI W/PUMP MIX AGGREGATE

North

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-35734
10/08/09 PC

SUP-35734 - APPLICANT: JEWELRY MANUFACTURER'S EXCHANGE, INC. - OWNER: DURANGO COMMONS LTD, LLC

8550 West Charleston Boulevard, Suite #108

OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SUP-35734 - APPLICANT: JEWELRY MANUFACTURER'S EXCHANGE, INC. - OWNER: DURANGO COMMONS LTD, LLC

8550 West Charleston Boulevard, Suite #108

OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SUP-35734 - APPLICANT: JEWELRY MANUFACTURER'S EXCHANGE, INC. - OWNER: DURANGO COMMONS LTD, LLC
8550 West Charleston Boulevard, Suite #108
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

Jewelry Manufacturer's Exchange, Inc.

8550 West Charleston Blvd, Suite #108
Las Vegas, NV 89117
Phone: 702-245-0197 Fax: 702-483-5977

8/25/09

To: City of Las Vegas Planning & Development Department
From: Sam Dinnis/Representative/ Jewelry Manufacturer's Exchange, Inc.
Subject: Application for a City of Las Vegas Jewelry Store, Class lll Special Use Permit

Thank you for taking time to consider and process our application for a City of Las Vegas Jewelry Store, Class lll Special Use Permit. Jewelry Manufacturer's Exchange, Inc. is a relatively new company, however the principles and associates of Jewelry Manufacturer's Exchange, Inc. have more than 75 years experience in the Jewelry Industry. Our goal is to be a good neighbor and provide the communities we operate within a friendly first class environment to shop in. In addition we want to be able to provide our customers with every possible service to meet their needs and expectations. Through experience we know this attitude and foot print for doing business will allow us to build a loyal customer base within the community we do business in. We operate our business without prejudice.

We subscribe to the philosophy that if a business is taking something out of the community they have an equal obligation to put something back. Jewelry Manufacturer's Exchange, Inc. and its principles and associates work very hard each and every day to make sure this happens.

Jewelry Manufacturer's Exchange, Inc. has established a Jewelry Store location at 8550 West Charleston Blvd in the City of Las Vegas and has obtained a regular City of Las Vegas Jewelry Store License. To better serve our customers and the community this store is located in we would like to have the ability to take used jewelry items in as credit towards the purchase of new jewelry items. We would also like to have the ability to purchase used gold and silver items, used watches and broken or damaged jewelry and coins for resale or salvage. We have reviewed the City of Las Vegas ***Title 6 Business Taxes, Licenses and Regulations*** and foresee no problems adhering to these regulations and guidelines as they relate to the Class lll-A Second Hand Dealers Privileged License. We have contracted with an outstanding resident of the city of Las Vegas, Sharon Tigert, to help us maintain the highest of standards in our Las Vegas store. Sharon holds a Masters Degree in Special Education, has been a teacher in the Clark County School District since 1999 and recently finished and paid for an extensive one year continuing education course that was offered by the Clark County School District in computer science with emphasis on business management, spread sheets, charts and graphs. Sharon will over see the daily transaction records and file the daily police report required to maintain a Second Hand dealers Class lll-A Privileged License.

SUP-35734
10/08/09 PC

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Jewelry Manufacturer's Exchange, Inc. totally understands and appreciates the concern the City of Las Vegas has concerning the issuance of Special Use Permits and Second Hand Dealers Licenses. We are not a pawn shop and have no interest in becoming one. We feel it is in the best interest of our customers and the community surrounding our store location that we obtain a Jewelry Store, Class lll Special Use Permit and a Class lll-A Second Hand Dealers Privileged License. By obtaining these we know we will be able to meet more of the needs of our customer base and provide them with the services they have requested.

We feel the 960 sq. ft. space we have at 8550 West Charleston Blvd, Suite #108 will support the added business we will be able to do, if granted a Jewelry Store, Class lll Special Use Permit. Subsequently this space will not require any retrofit or change to the existing floor plan.

If you have any questions concerning this letter or the filing of our application I can be reached directly at 702-245-0197. Once again thank you for your consideration.

Sincerely,

Sam Dinnis
Representative

SUP-35734
10/08/09 PC

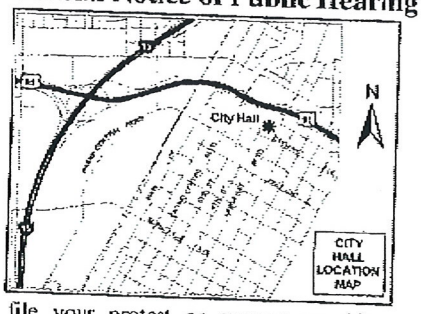
RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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

PAGE 01/01
STEVEN S HOLT
09/29/2009 09:24 7022569362

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-35734

Planning Commission Meeting of 10/8/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 29 2009

Case: SUP-35734

13832819195
BORGNA REAL ESTATE THREE L L C
10624 S EASTERN AVE #A-124
HENDERSON NV 89052-2982

GAV0511 89052

8P

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

RECEIVED
OCT 06 2009

SUBJECT: SUP-35734 - APPLICANT: JEWELRY MANUFACTURER'S EXCHANGE, INC. - OWNER: DURANGO COMMONS LTD. LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *October 8, 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.

B. R
Signature

10-6-2009
Date

J. Bruce Bayne
Please print name

Durango Commons LLC
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 10/6/09 Item 8

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

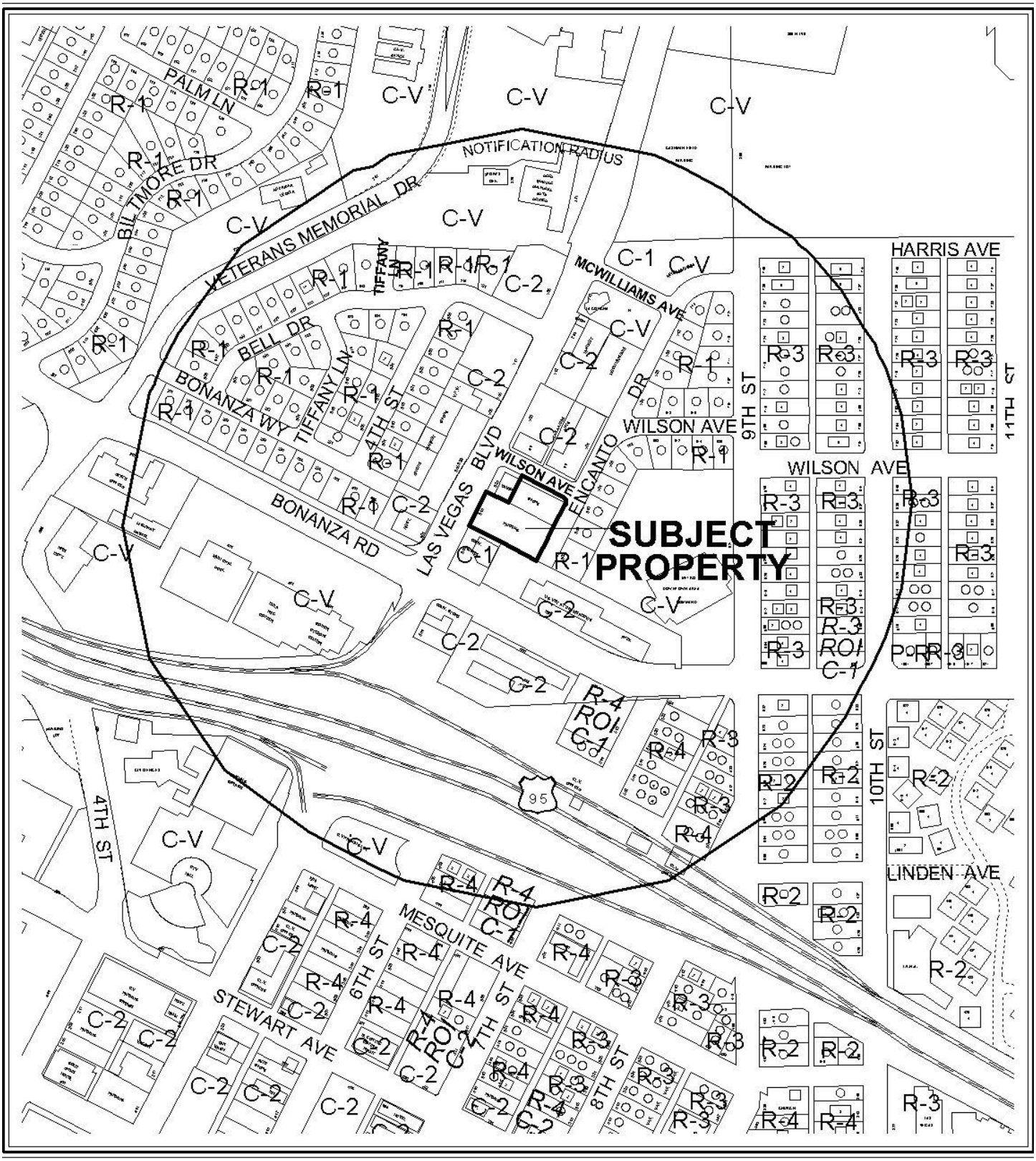
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-35755 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: UNITED STATES VETERANS INITIATIVE - OWNER: 610 LLC, ET AL - Request for a Special Use Permit FOR A PROPOSED SOCIAL SERVICE PROVIDER at 610 North Las Vegas Boulevard (APN 139-27-812-007), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 9



0 500 Feet

CASE: **SUP-35755**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

0 500 Feet

CASE: **SUP-35755**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35755 - APPLICANT: UNITED STATES VETERANS INITIATIVE - OWNER: 610 LLC, ET AL

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to or at the time application is made for a business license, to depict actual site conditions for parking and to include handicap accessible spaces in compliance with Title 19.10 requirements.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Special Use Permit for a proposed Social Service Provider use within an existing building at 610 North Las Vegas Boulevard. This use permit would allow this location to serve as an auxiliary support services center for the United States Veterans Initiative Program that has its primary location on an adjoining parcel at 525 East Bonanza Road.

The subject site contains two existing buildings: the proposed use would be housed within a 5,475 square foot building situated toward the rear of the property; the other building has been vacant for several years. Staff has determined that the proposed Social Service Provider will be compatible with surrounding uses and is adequately buffered from single-family residences to the east; therefore, approval is recommended. If the Special Use Permit request is denied, the applicant will not be able to obtain a business license for the use at this location and therefore services could not be provided there.

Issues:

- The applicant has obtained a Special Use Permit for and operates existing social services on adjacent properties at 525 East Bonanza Road and 602 Encanto Drive. There is interior access between the subject property and 525 East Bonanza Road.
- A Special Use Permit (SUP-20822) for a Social Service Provider was previously approved on the subject property; however, the use was not legally exercised within one year and therefore the Special Use Permit expired.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
06/12/97	A deed was recorded for change of ownership.
07/18/06	Neighborhood Response accepted a complaint (#193403) concerning graffiti at 610 North Las Vegas Boulevard. The case was resolved 07/18/06.
08/15/07	The City Council approved a Special Use Permit (SUP-20822) for a Social Service Provider at 610 North Las Vegas Boulevard. The Planning Commission recommended approval. Staff recommended denial. The approval included a one-year review condition; however, no business license was issued for this location. The Special Use Permit expired 08/15/08.
08/15/07	The City Council approved a request for a Rezoning (ZON-21991) from R-1 (Single Family Residential) to C-2 (General Commercial) on 0.21 acres at 602 Encanto Drive. The Planning Commission recommended approval; staff recommended denial.

08/15/07	The City Council approved a Waiver (WVR-19668) of Title 18.12.130 to allow Encanto Drive to terminate in a dead end where a cul-de-sac is required adjacent to 602 Encanto Drive and 525 East Bonanza Road. The Planning Commission recommended approval; staff recommended denial.
08/15/07	The City Council approved a Variance (VAR-19665) to allow a 10-foot setback from a primary arterial street where 44 feet is the minimum setback required; to allow a 10-foot front yard setback where 20 feet is required and a 8.5-foot side yard setback where 10 feet is required; and to allow a residential adjacency setback of 66.42 feet to the fourth floor where 127.5 feet is the minimum setback required on the north side of the property for a proposed expansion of an existing Multi-Family Residential/Single-Room Occupancy establishment on 2.77 acres at 525 East Bonanza Road and 602 Encanto Drive. The Planning Commission recommended approval; staff recommended denial.
08/15/07	The City Council approved a Variance (VAR-19666) to allow 158 parking spaces where 394 is the minimum required for a proposed expansion of an existing Multi-Family Residential/Single-Room Occupancy establishment on 2.77 acres at 525 East Bonanza Road and 602 Encanto Drive. The Planning Commission recommended approval; staff recommended denial.
08/15/07	The City Council approved Special Use Permits for the proposed expansion of a Single Room Occupancy Residence (SUP-19661) and for a proposed Social Service Provider (SUP-20052) at 525 East Bonanza Road and 602 Encanto Drive. The Planning Commission recommended approval; staff recommended denial.
08/15/07	The City Council approved a Petition to Vacate (VAC-19669) the south 101 feet of Encanto Drive, commencing approximately 97 feet south of the intersection of Encanto Drive and Wilson Avenue; and a Site Development Plan Review (SDR-19659) and waivers of perimeter landscape requirements for the proposed expansion of an existing Multi-Family Residential/Single-Room Occupancy establishment on 2.77 acres at 525 East Bonanza Road and 602 Encanto Drive. The Planning Commission recommended approval; staff recommended denial.
09/14/09	The Planning and Development Department staff administratively approved an Extension of Time (EOT-35354) of a previously approved Petition to Vacate the south 101 feet of Encanto Drive, commencing approximately 97 feet south of the intersection of Encanto Drive and Wilson Avenue. The Vacation will expire 08/15/11 unless another extension of time is approved.
10/08/09	The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #9/ss).
Related Building Permits/Business Licenses	
01/11/05	A building permit (#05000162) was issued for a non-work certificate of occupancy triggered by change of use to an office/meeting hall at 610 North Las Vegas Boulevard. On 01/14/05 the final building inspection failed; the permit subsequently expired on 01/14/06.

07/30/09	Business Services received a complaint (#522251) that there was a possible unlicensed social service provider operating at 610 North Las Vegas Boulevard. The case was resolved 08/28/09. (The applicant applied for an appropriate license, the issuance of which is still pending).
08/27/09	An application for a business license (N31-91205) was submitted for a nonprofit community service. Full review of the license is pending action on the subject Special Use Permit request. There are currently no issued licenses at either 610 North Las Vegas Boulevard or the adjacent 620 North Las Vegas Boulevard.
08/31/09	An application for a building permit (#B-NWCO-146612) was submitted for a non-work certificate of occupancy at 610 North Las Vegas Boulevard. Planning and Development Department staff denied its review of the application, pending the action taken on the subject request.
Pre-Application Meeting	
08/13/09	A pre-application meeting was held, where the submittal requirements for a Special Use Permit were discussed. The applicant explained that the previously approved Special Use Permit for a Social Service Provider expired through the applicant's error and the applicant wished to reapply.
Neighborhood Meeting	
A neighborhood meeting is not required for this application, nor was one held. It is noted that a neighborhood meeting was conducted for a similar request in relation to the previously approved Special Use Permit. No member of the public had questions or comments about the project, which included the principal site located at 525 East Bonanza Road.	
Field Check	
09/03/09	A field check was conducted by staff, which noted the following observations: • The site is developed with an existing building and paved parking lot. There is no perimeter landscaping on the site. • The subject building where the use is proposed is located in the rear of the lot and is in good condition. • Striping for vehicle parking is faded. • Signage identifying the proposed use is painted on the building.
09/16/09	A follow-up check was conducted by staff, which found the following: • Persons were observed entering/exiting the building. • Two parking spaces in the rear back out onto Wilson Avenue. • A painted stucco wall in the rear separates the property from Encanto Drive. • A large shipping container is located along the rear wall.

Details of Application Request	
Site Area	
Net Acres	0.85

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Office, Other than Listed	MXU (Mixed Use)	C-2 (General Commercial)
North	Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)
South	Convenience Store	MXU (Mixed Use)	C-1 (Limited Commercial)
	Single Room Occupancy Residence	MXU (Mixed Use)	C-2 (General Commercial)
East	Single Family, Detached	MXU (Mixed Use)	R-1 (Single Family Residential)
	Single Family, Detached	MXU (Mixed Use)	C-2 (Single Family Residential)
West	General Retail, Other Than Listed	MXU (Mixed Use)	C-2 (General Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		
Downtown North Land Use Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		
Las Vegas Redevelopment Area	X		Y
A-O Airport Overlay District (200 Feet)	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

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	
Social Service Provider	5,475 SF	1/300 SF GFA	18	1	63	2	
TOTAL	5,475 SF		**19**		**65**		Y

ANALYSIS

The proposed Social Service Provider intends to provide auxiliary support for an existing veterans' service program administered on the adjacent property at 525 East Bonanza Road. The two properties are connected by an access drive interior to the site. A Special Use Permit (SUP-20822) for a Social Service Provider that offered similar services was previously approved in 2007. However, the use was not exercised within one year of approval and therefore the Special Use Permit expired. The applicant is reapplying to reestablish the same entitlement.

The purpose of the proposed services is to help disadvantaged veterans acquire permanent housing and employment through the United States Veterans Initiative (USVI), a national nonprofit organization. Services offered include housing and meals, employment and training assistance, life skills training, sobriety support, financial management and other outreach services. Prospective veterans are screened to ensure they meet the criteria for assistance. A qualified veteran may use the program services and use the principal site's single room occupancy residence housing option for up to two years as a part of their enrollment in the USVI program.

The program's services are based at the adjacent property at 525 East Bonanza Road; however, not enough space is available to provide for all necessary staff, common area and meeting space. The building at 610 North Las Vegas Boulevard location will house the program's intake interviewing and social/gathering areas.

The Social Service Provider use is allowed in the C-2 (General Commercial) zoning district with approval of a Special use Permit. The parking requirement does not change as a result of the addition of this use, as it is similar to the requirement for an Office use. A condition of approval has been added requiring a revised site plan to be submitted to and approved by the Planning and Development Department, prior to or at the time application is made for a business license, to depict actual site conditions for parking and to include handicap accessible spaces in compliance with Title 19.10 requirements. Staff has determined that the proposed Social Service Provider will be compatible with surrounding uses and is adequately buffered from single-family residences to the east.

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 Social Service Provider use is compatible with uses in the C-2 (General Commercial) zoning district and the MXU (Mixed Use) Land Use designated area. The tavern use that had been adjacent to the subject site is no longer in existence, and the proposed use will have little effect on the existing surrounding uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site has adequate parking and floor area to provide facilities for the Social Service Provider use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The site is served by Las Vegas Boulevard, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. This thoroughfare can accommodate the proposed Social Service Provider use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this request will not compromise the public health, safety or welfare of the general public and will not jeopardize the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   Pursuant to Title 19.04 there are no standard conditions that apply to the Social Service Provider use; any special conditions are determined on a case-by-case basis.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 167 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-35755** APN: 139-27-812-007

Name of Property Owner: 610 LLC COBLENTZ ALEXANDER & SLG LIVING TRUST

Name of Applicant: USVI

Name of Representative: CLOUDBREAK LAS VEGAS LLC

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: Suzanne Feld

Subscribed and sworn before me CHERI LYNN QUIJANO

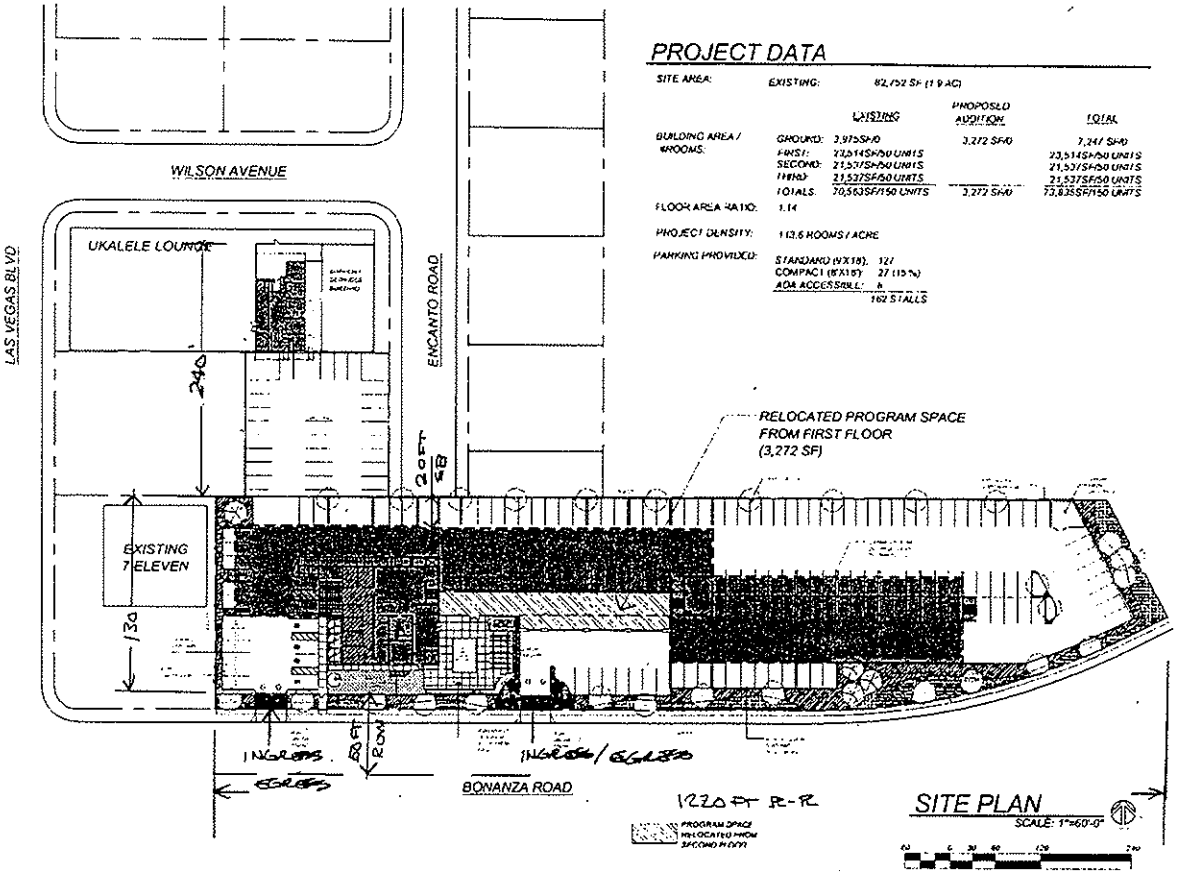
This 30TH day of JULY, 2009

_____

Notary Public in and for said County and State

CHERI LYNN QUIJANO
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 05-100250-1
MY APPT. EXPIRES SEPT. 27, 2009

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



PROJECT DATA

SITE AREA: EXISTING: 82,752 SF (1.9 AC)

		EXISTING	PROPOSED ADDITION	TOTAL
BUILDING AREA / #ROOMS:	GROUND:	3,975SF/0	3,272 SF/0	7,247 SF/0
	FIRST:	23,014SF/50 UNITS		23,514SF/50 UNITS
	SECOND:	21,537SF/50 UNITS		21,537SF/50 UNITS
	THIRD:	21,537SF/50 UNITS		21,537SF/50 UNITS
	TOTALS:	70,563SF/150 UNITS	3,272 SF/0	73,835SF/150 UNITS
FLOOR AREA RATIO:		1.14		
PROJECT DENSITY:		113.6 ROOMS / ACRE		
PARKING PROVIDED:	STANDARD (9'X18'):	121		
	COMPACT (8'X15'):	27 (15%)		
	ADA ACCESSIBLE:	4		
		152 STALLS		

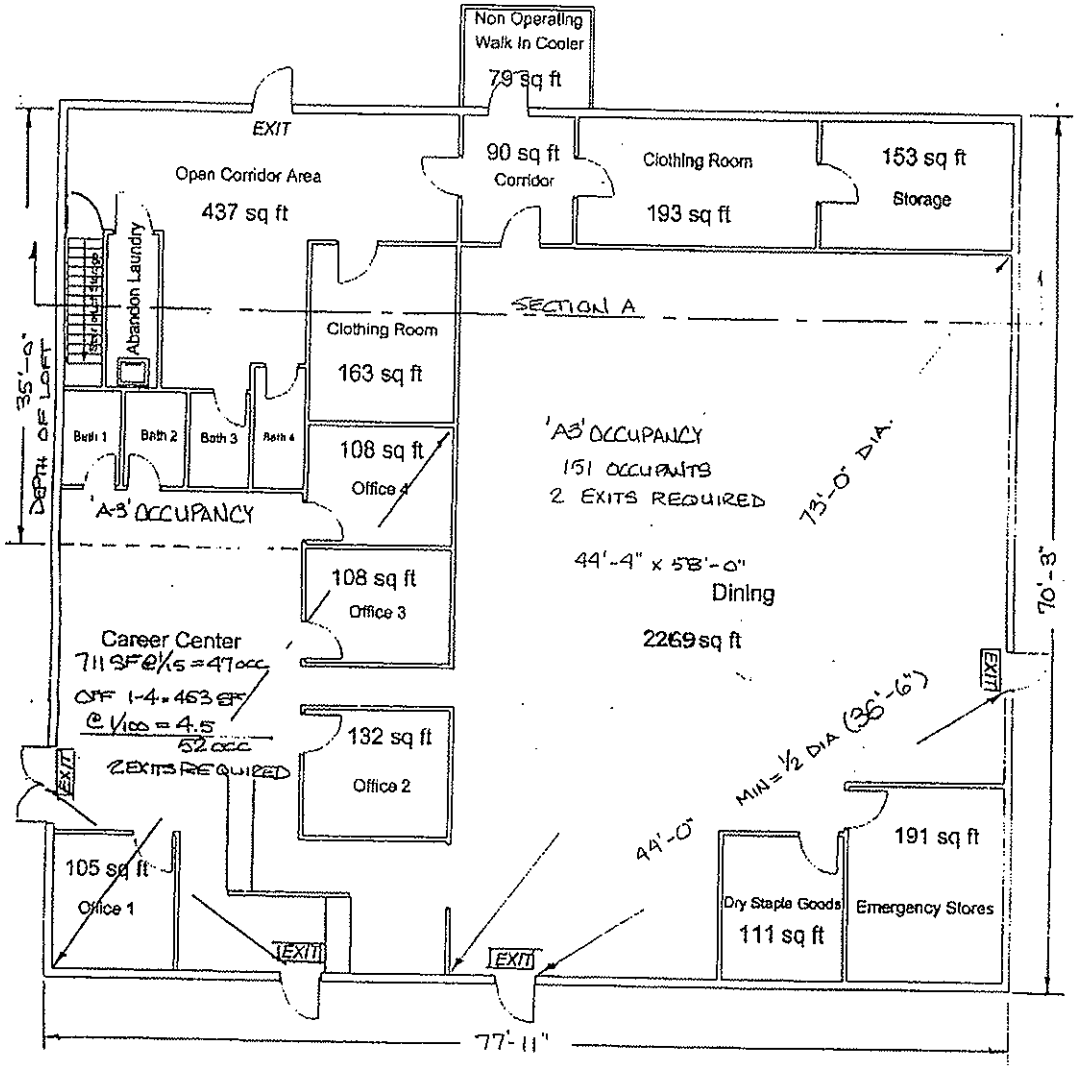
SITE PLAN
SCALE: 1"=60'-0"

SUAREZ ARCHITECTS, INC

US VETS AT THE MEADOWS
LAS VEGAS, NEVADA

SUP-35755
10/08/09 PC

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



SCALE 1/8" = 1'-0"

8 0 8 16

610 N. LAS VEGAS BLVD.

A-3 occ ROOMS TO HAVE PANIC HARDWARE OF SIGN (UNDER EXCEPT) PER UBC 1007.2.5

A-3 occ ROOMS TO HAVE OCCUPANCY POSTED PER UBC 1007.2.6

PAGE A.1

NORTH

5356 square feet inside exterior walls

5475 Total SF

SUP-35755
10/08/09 PC

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-35755 - APPLICANT: UNITED STATES VETERANS INITIATIVE - OWNER: 610 LLC, ET AL
610 NORTH LAS VEGAS BOULEVARD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SUP-35755 - APPLICANT: UNITED STATES VETERANS INITIATIVE - OWNER: 610 LLC, ET AL
610 NORTH LAS VEGAS BOULEVARD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SUP-35755 - APPLICANT: UNITED STATES VETERANS INITIATIVE - OWNER: 610 LLC, ET AL
610 NORTH LAS VEGAS BOULEVARD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

UNITED STATES VETERANS INITIATIVE
"SERVING THOSE WHO SERVED"

BOARD OF DIRECTORS

Keith R. Ellis
Chairman

Dwight Radcliff
President & CEO

Greg C. Green
Vice Chairman

Robert J. Price
Secretary

Thomas E. Holliday
Treasurer

Michael Dolphin
Linda Miles-Celistan
William Nash
Maj. Adam Siegler
Larry L. Waldie
Herve Wilczynski

August 25, 2009

Mr. Nathan Goldberg, Senior Planner
City of Las Vegas
Planning and Development
731 4th Street
Las Vegas, NV 89101

Re: Justification Letter

Dear Nathan:

United States Veterans Initiative is requesting approval of the attached application for a Special Use Permit to allow for the provision of support services at 610 Las Vegas Blvd. The subject building will be used to provide supportive services for veteran residents of the 525 East Bonanza building.

The building in need of a Special Use Permit is an approximate 5,500 square foot, single story building situated behind a vacant building formerly known as the Ukelele Lounge. The subject building is located adjacent to the property at 525 E Bonanza Road, and is connected via adjoining parking lots.

Special Use Permit

United States Veterans Initiative (USVI) is a non-profit organization established to meet the unmet needs of homeless veteran men and women. USVI is the largest organization in the country dedicated to helping homeless veterans and a nationally recognized leader in the field of service delivery to veterans. Our mission is "the successful reintegration of the greatest number of homeless and at-risk veterans to their highest level of independence as rapidly as possible through the provision of comprehensive support programs." This mission is accomplished through the co-location of housing, employment assistance and supportive services such as case management and residential assistance.

The Veterans In Progress program (VIP) is a 118-bed residential back-to-work program that assists veterans in preparing, obtaining and maintaining employment. The veterans' employment issues tend to have a major impact on the success of his/her transition to independence. The VIP program is housed in the property located at 525 E. Bonanza Road, however due to space considerations, it is not possible to locate all necessary staff, meeting space and common area at that property. As such, USVI has leased the 610 Las Vegas Blvd property to provide additional support service space. USVI has previously had SUP-20822 approved through the City of Las Vegas. Due to an inadvertent error, that Special Use Permit expired. This Special Use Permit request replaces that previous SUP.

The following is a summary of the services offered by USVI.

- Housing and Meals
- Employment & Training Assistance
- Legal Assistance
- Case Management
- Life Skills Classes
- Sobriety Support
- Problem Gambling Education
- Referrals to 12-Step Meetings
- Referrals to VA for Medical & Mental Health

SUP-35755
10/08/09 PC

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

U.S. VETS
UNITED STATES VETERANS INITIATIVE

UNITED STATES VETERANS INITIATIVE

"SERVING THOSE WHO SERVED"

- Financial Management
- Fathers Program for Parenting & Child Support Resolution
- Women's Program offering intensive case management, support groups, and community resources for female veterans
- Transportation Assistance
- Laundry Facilities
- Housing Placement
- Referrals to other Community Based Services
- Outreach Services

Eligibility to receive services:

- Other than dishonorable military discharge
- Homeless or at risk of being homeless
- NO INCOME necessary.

All of the services that are provided at the site are ONLY available to those veterans accepted and enrolled in the program. USVI does not offer meal services, clothing or temporary housing to homeless veterans from the community who are not enrolled in the program.

Veterans enrolled in the program are able to remain in housing at the USVI facility for up to two years. This allows that veteran to develop a foundation that decreases the chance that they will become homeless in the future through addressing the barriers that brought them to USVI in the first place- substance abuse, mental health and/or medical issues, unemployment, outstanding legal issues, money mismanagement, and lack of family support, just to name a few.

Should you have any questions or need any additional information please do not hesitate to contact me at 702-429-7294 or scabrera@usvetsinc.org.

Sincerely,

Shalimar T. Cabrera

Shalimar T. Cabrera, MSW
Site Director
United States Veterans Initiative
U.S. VETS – Las Vegas

SUP-35755
10/08/09 PC

United States Veterans Initiative, a 501(c) (3) non-profit corporation
525 East Bonanza Road • Las Vegas, NV 89101 • (702) 366-0456
www.usvetsinc.org • Tax ID# 95-4382752

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

RECEIVED
OCT 06 2009

SUBJECT: **SUP-35755 - APPLICANT: UNITED STATES VETERANS INITIATIVE - OWNER: 610 LLC, ET AL**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *October 8, 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.

Shalimar T. Cabrera — 10/06/09

Signature — Date

SHALIMAR T. CABRERA

Please print name

UNITED STATES VETERANS INITIATIVE

Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

Submitted after final agenda

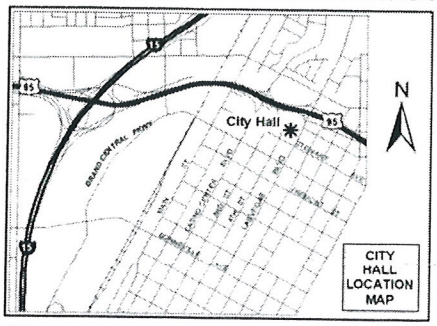
Date 10/6/09 Item 9

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 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 30 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-35755

Planning Commission Meeting of 10/8/2009

Case: SUP-35755
13927811001
GOGERT DOROTHY L LIVING TRUST
P O BOX 3120 HC 33
LAS VEGAS NV 89161-9252

9P

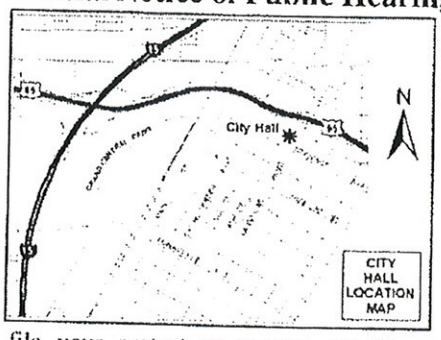
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

7028971245

Mieczvslaw Laskowski

45p

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 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.

SUP-35755

Planning Commission Meeting of 10/8/2009

13926410011 Case: SUP-35755
LASKOWSKI DANUTA B
8218 WILDFIRE ST
LAS VEGAS NV 89123-0923

GAVDS11 89123

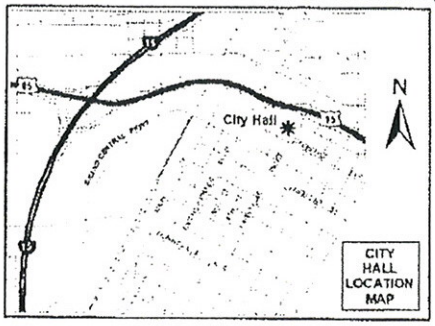
Submitted after final agenda

Date 10/5/09 Item 9A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

7028971245 Mieczvslaw Laskowski 44p

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-35755

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: SUP-35755
13926410013
LASKOWSKI MIECZYSLAW & DANUTA B
8218 WILDFIRE ST
LAS VEGAS NV 89123-0923

GAVDS11 48123

Submitted after final agenda

Date 10/5/09 Item 9A

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

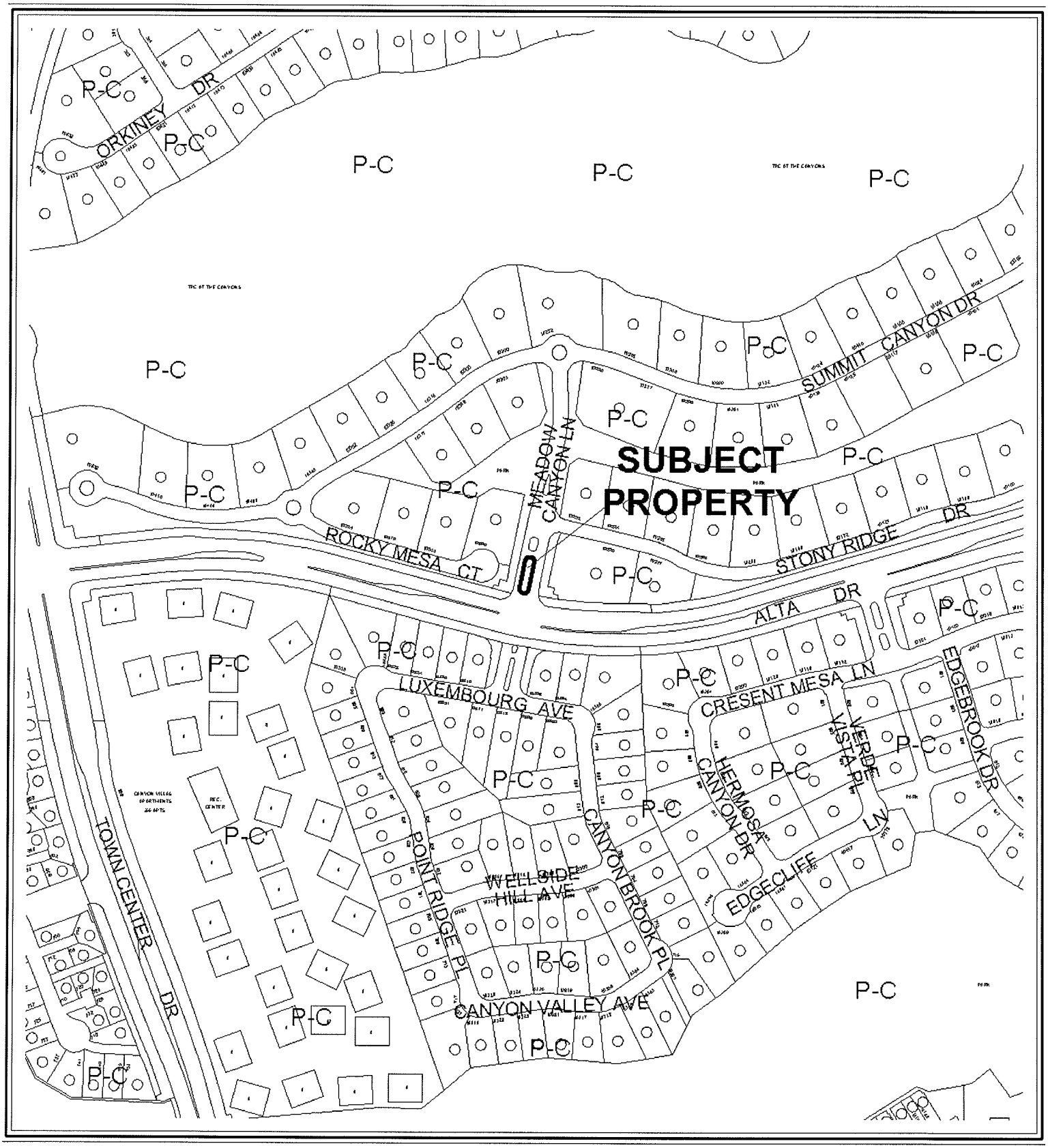
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-36236 - WATER FEATURE EXEMPTION - APPLICANT: BELLACERE BOARD OF DIRECTORS - OWNER: BELLACERE COMMUNITY ASSOCIATION - Request TO ALLOW THE OPERATION OF A 135 SQUARE-FOOT WATER FEATURE LOCATED AT THE ENTRANCE IN FRONT OF A GUARD BUILDING at 619 Meadows Canyon Lane (APN 137-36-697-025), P-C (Planned Community) Zone, Ward 2 (Wolfson). 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



0 300 600 Feet

CASE: **DIR-36236**

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

0 300 600 Feet

CASE: **DIR-36236**

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-36236 – WATER FEATURE EXEMPTION – APPLICANT: BELLACERE BOARD OF DIRECTORS - OWNER: BELLACERE COMMUNITY ASSOCIATION

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. The applicant shall pay a fee to the City through the Planning and Development Department in the amount of $1,100.00 to operate the water feature through December 31, 2009. This fee shall be paid within 30 days of the approval of this application. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of $250.00 shall be paid.

2. The applicant shall post a sign at the water feature to indicate an exemption has been received allowing its operation.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Water Feature Exemption to allow the operation of a 135 square-foot water feature at the entrance of a residential development located at 619 Meadows Canyon Lane.

ANALYSIS

The applicant is requesting to activate an existing 135 square-foot water feature. The fountain was constructed in 1999 and is located in front of the guard building at the entrance to a gated housing development. Under current drought conditions, a maximum size of 25 square feet is permitted without receiving an exemption. The water feature at the subject site exceeds the maximum permissible area by 110 square feet. The applicant proposes no reduction in turf; therefore, Title 14.11.190 will require the applicant to pay an initial fee of $10.00 per square-foot of surface area that exceeds the allowable 25 square feet permitted, a cost totaling $1,100.00. In subsequent years beginning January 1, 2011, Title 14.11 requires the property owner to pay an annual fee of $250.00 during Drought Watch or Alert Conditions to continue operating the water feature.

FINDINGS

The applicant has been notified of the applicable costs, and agrees to comply with the requirements of Title 14.11. Staff is recommending approval of this request.

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: DIR-36236 APN: 137-30-097-025

Name of Property Owner: Bellacere (Star Canyon) Homeowners Association

Name of Applicant: Board of Directors

Name of Representative: John Peters, President

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: John R Peters

Subscribed and sworn before me

This 25 day of September, 2009

Dorothy M. McCullough

Notary Public in and for said County and State

Maricopa, AZ

Dorothy M McCullough
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Commission Expires
March 30 2013

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **DIR-36236** APN: 137-36-615-061, 062, 063

Name of Property Owner: Bellacere (Star Canyon) Homeowners Association

Name of Applicant: Board of Directors

Name of Representative: John Peters, President

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: JOHN R PETERS

Subscribed and sworn before me

This 25 day of September, 2009

Dorothy M. McCullough

Notary Public in and for said County and State

Maricopa, AZ

Dorothy M McCullough
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Commission Expires
March 30 2013

970916

01723

STAR CANYON

BEING ALL OF LOT 2, BLOCK B OF THAT SUBDIVISION PLAT KNOWN AS "THIRD AMENDED MAP OF A PORTION OF SUMMERLIN VILLAGE 3 UNIT NO. 2" ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 81 OF PLATS, AT PAGE 15, LOCATED WITHIN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
(A PLANNED COMMUNITY)

LEGEND

- BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE
- PEDESTRIAN ACCESS CORRIDOR EASEMENT
- SET 5/8" REBAR AND AL. CAP "VTN PLS 11449"
- 5/8" REBAR AND AL. CAP STAMPED PLS 9390 W/ALUMINUM REFERENCE TIES IN TOP OF CURB TO BE SET PER PLAT: BOOK 74, PAGE 56
- SET 5/8" REBAR & AL. CAP "VTN PLS 11449" WITH REFERENCE MONUMENTS IN TOP OF CURB
- 17 — LOT NUMBER / RESIDENTIAL = 66, COMMON ELEMENT LOTS = 14, TOTAL LOTS = 79
- (6) — BLOCK NUMBER

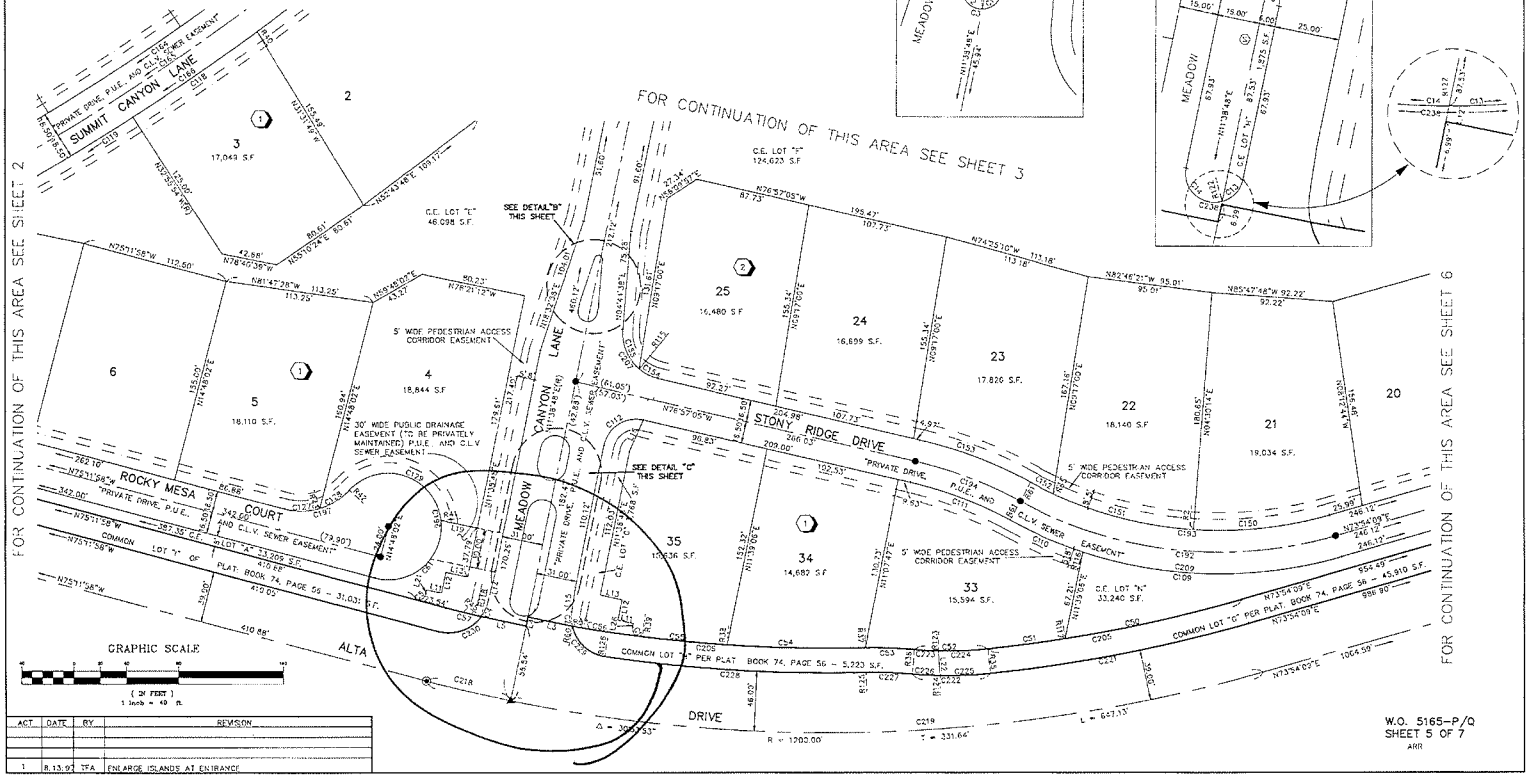
C25	CURVE NUMBER
L22	COURSE NUMBER
R19	RADIAL LINE NUMBER
(R)	RADIAL
S.F.	SQUARE FEET
(PROD)	PRODUCED LINE
APN	ASSESSOR'S PARCEL NUMBER
C.E.	COMMON ELEMENT
(S)	CITY OF LAS VEGAS SEWER EASEMENT
C.L.V.	CITY OF LAS VEGAS
P.U.E.	PUBLIC UTILITY EASEMENT
H.O.A.	HOME OWNER'S ASSOCIATION

NOTES:

1. ALL REAR LOT CORNERS SHALL BE SET WITH A NAIL AND BRASS TAG P.L.S. 11449 ON BLOCK WALL AND ALL FRONT OF SIDE LOT CORNERS ADJOINING RIGHT-OF-WAY SHALL BE MARKED BY THE SAWCUTTING OF THE BACK OF CURBS ON THE PROLONGATION OF THE PROPERTY LINES.
2. DIRECT VEHICULAR ACCESS TO ALTA DRIVE THROUGH COMMON AREA FROM ABUTTING LOTS IS PROHIBITED
3. SEE SHEET 7 FOR CURVE, COURSE, AND RADIAL LINE TABLES.
4. ALL PRIVATE DRIVES, SHOWN HEREON ARE PUBLIC DRAINAGE EASEMENTS TO BE MAINTAINED BY THE STAR CANYON H.O.A.

DETAIL "B"
NOT TO SCALE

DETAIL "C"
NOT TO SCALE



ACT.	DATE	BY	REMISION
1	8.13.97	TFA	ENLARGE ISLANDS AT ENTRANCE

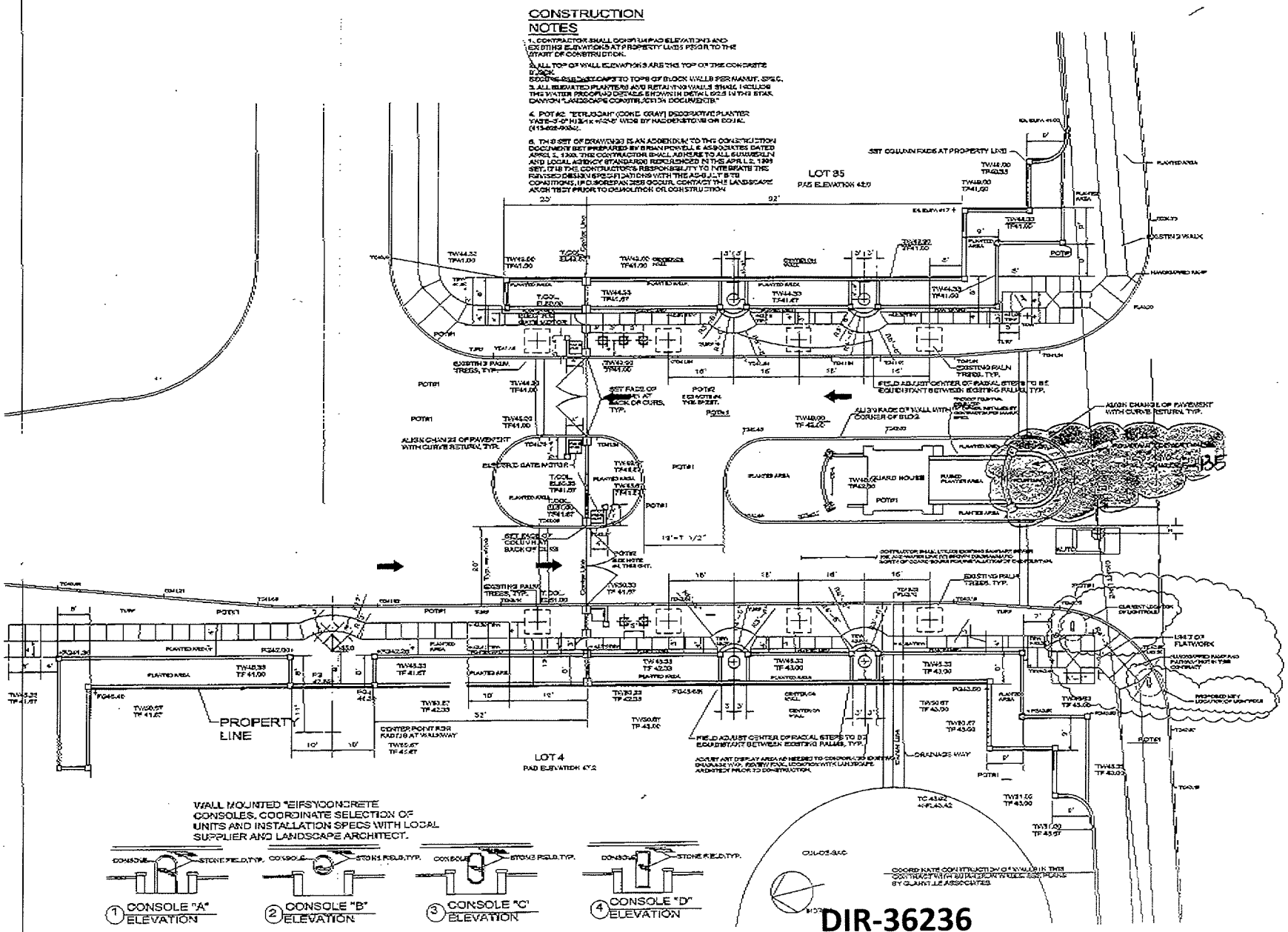
W.O. 5165-P/Q
SHEET 5 OF 7
ARR

Bk 81 Pge 29.

VICINITY MAP B

9

DIR-36236
11-04-09 CC



DIR-36236
11-04-09 CC

10-08-'09 07:31 FROM-

revisions
date
job no.
drawn

PROJECT
CIVIL SITE PLAN
BELLAGERE ENTRY
TITLE

SHEET NO
AS

T-022 P0005/0005 F-190

ADDITIONAL MAP

STAR CANYON

FRONT FOUNTAIN

DIR-36236
11-04-09 CC

BELLACERE #2

BELLACERE HOMEOWNERS ASSOCIATION
c/o Terra West Property Management
6628 Sky Pointe Dr. #280
Las Vegas, NV 89131
(702) 856-3723 phone
(702) 645-4270 fax

September 9, 2009

City of Las Vegas
Planning Commission
731 South Fourth Street
Las Vegas, NV 89101

RE: Request for usage variance for fountain at Bellacere HOA

To Whom It May Concern:

The Homeowners and the Board of Directors of Bellacere, a community located in Summerlin, request a usage variance for the fountain located at the entry to our neighborhood.

This fountain is approximately 135 square feet and is situated at the entrance in front of the guardhouse. In 1999, our neighborhood was well into the sales/construction phase and the fountain became operational. For approximately the past four or more years, this fountain has only been turned on in the allowed overnight hours for a minimal amount of time, just long enough for the mechanics of the motor to maintain working order. This fountain has a circulation pump, and currently remains filled with water and has weekly scheduled service maintenance.

Over time, we have had many residents inquire and request this fountain be operational on a more regular schedule. An important note to make is that this fountain houses the lights to the only monument for our neighborhood. We take pride in our community and would like very much for the entrance to have as much "curb-side" appeal as possible. We believe the operating fountain will help accomplish this goal.

We ask that you please consider our request.

It is understand that there is an annual fee imposed if this variance is passed. The Bellacere Community Association is willing to pay that fee.

Thank You,

Bellacere Board of Directors

DIR-36236
11-04-09 CC

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

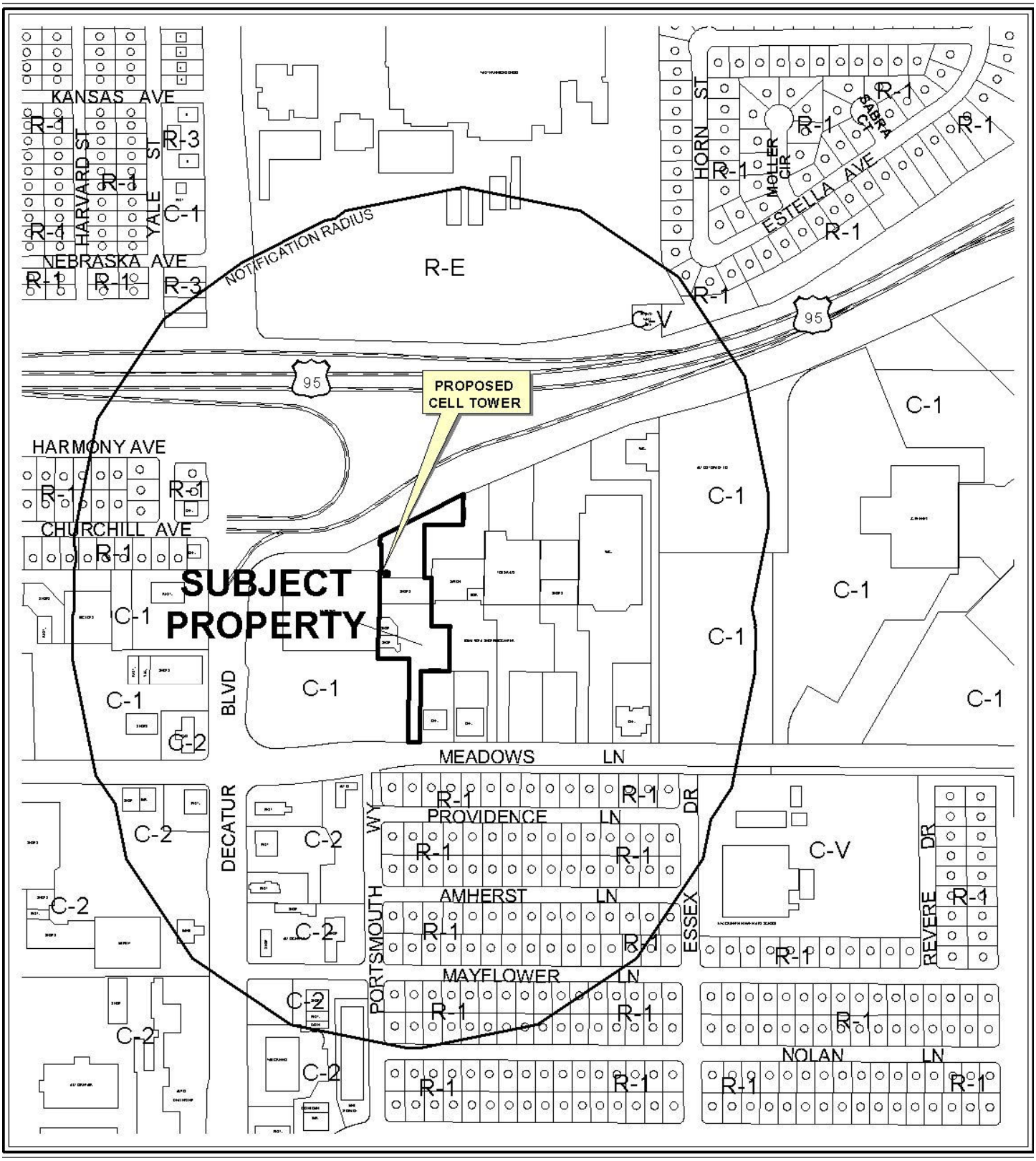
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

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	**11**	**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



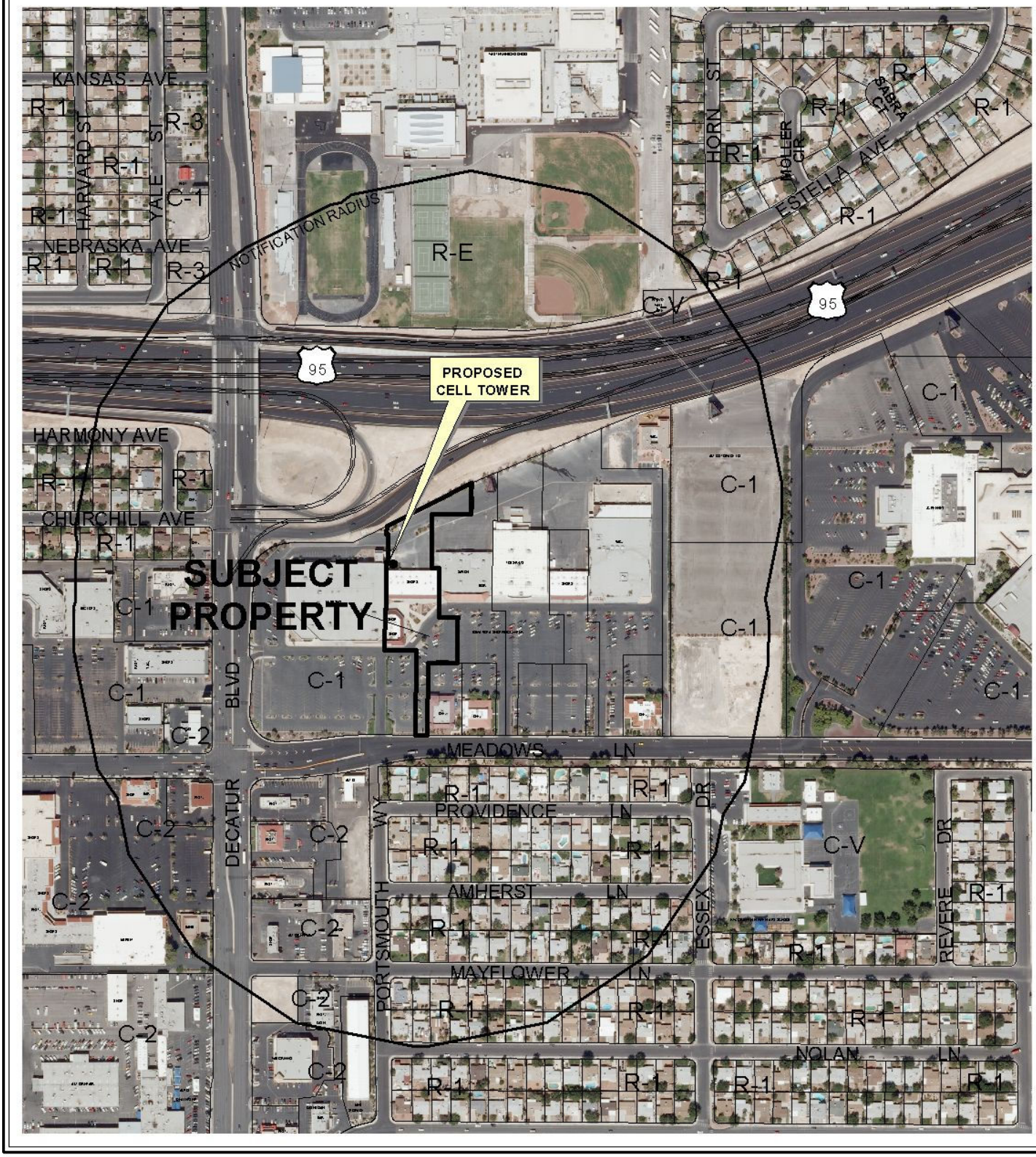
0 400 800 Feet

CASE: **SUP-34016**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



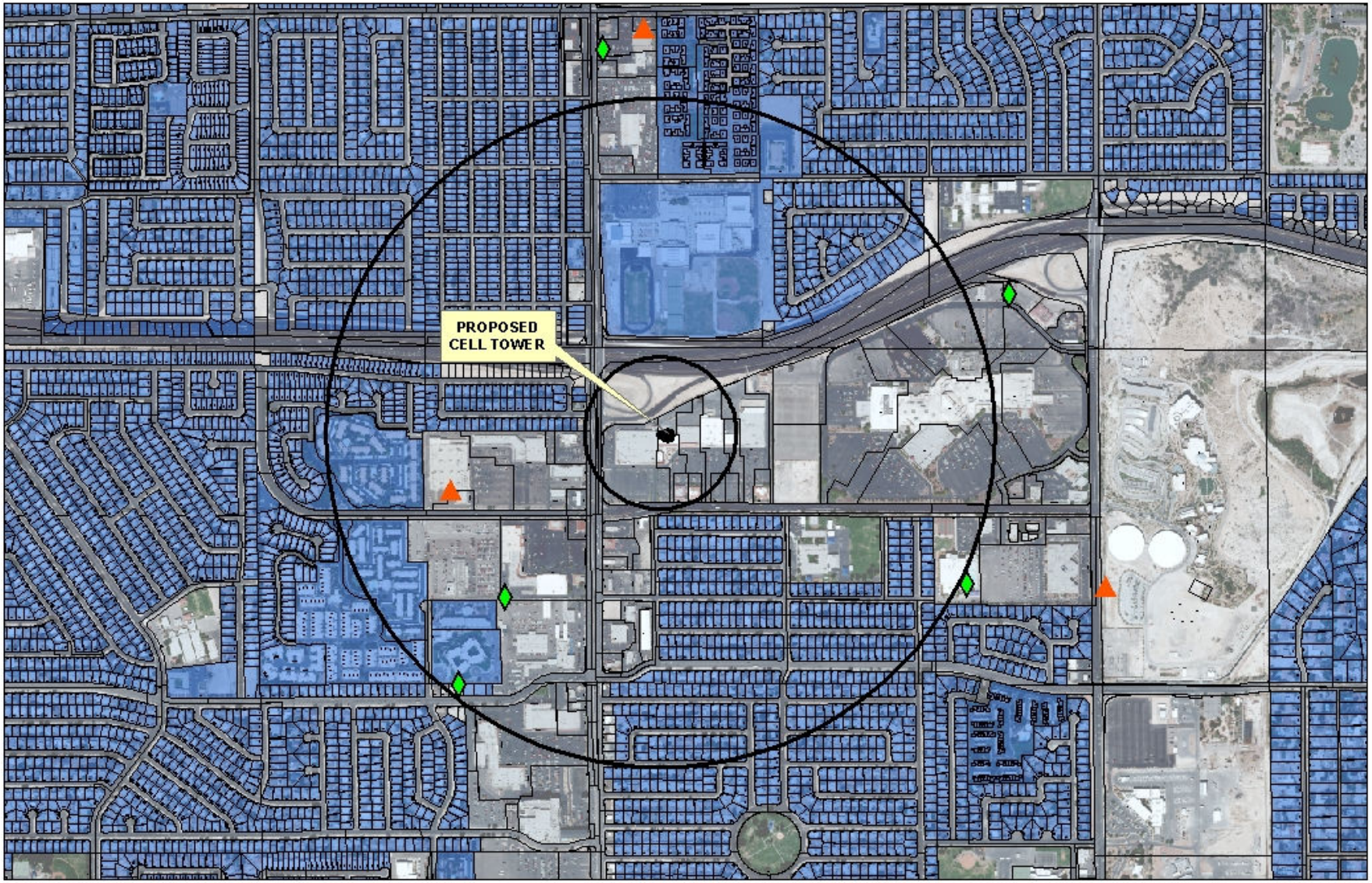
0 400 800 Feet

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

0 700 1,400 2,800 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-34016 - APPLICANT: CLEAR WIRELESS, LLC - OWNER: LXT4, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 7, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE COUNCILWOMAN TARKANIAN.

** 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

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:	LXT4 LLC 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 (720) 220-4901 FAX (702) 220-5336
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:

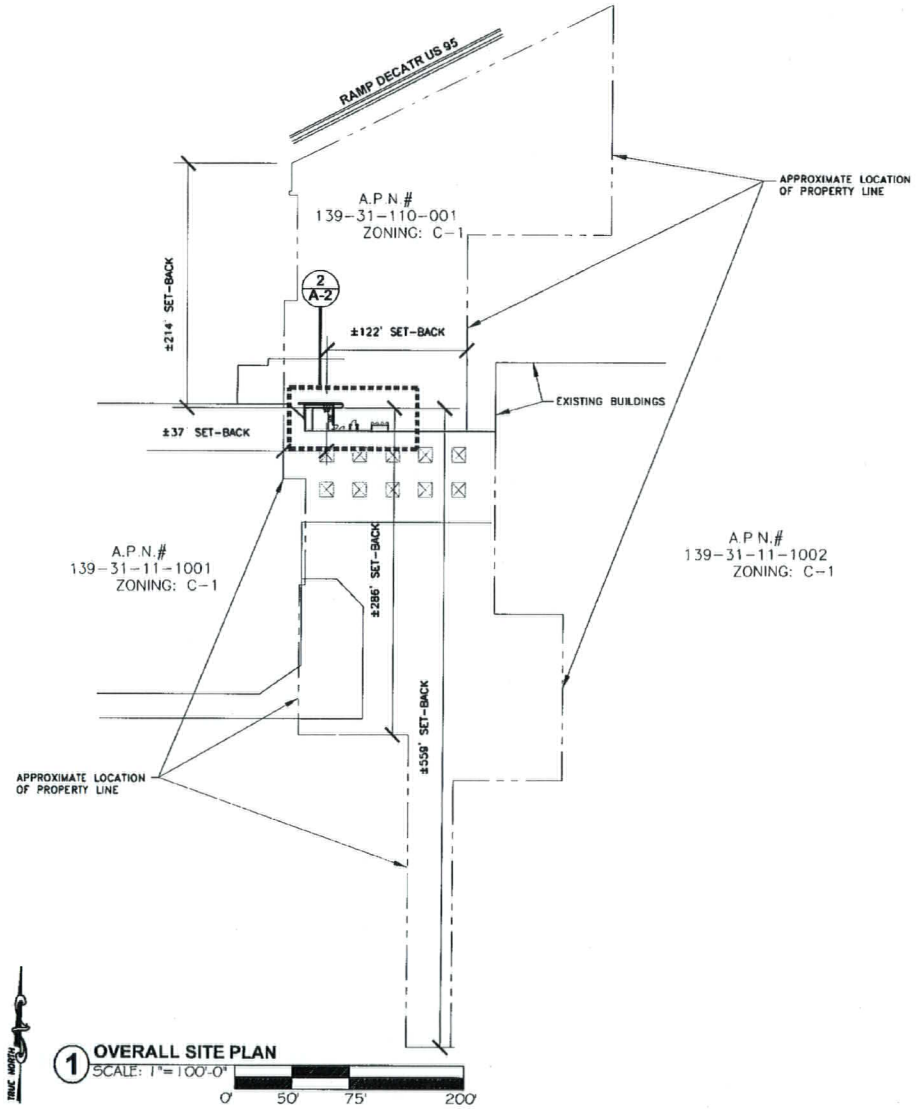
TITLE SHEET

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
2600 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 #: 08052102

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:

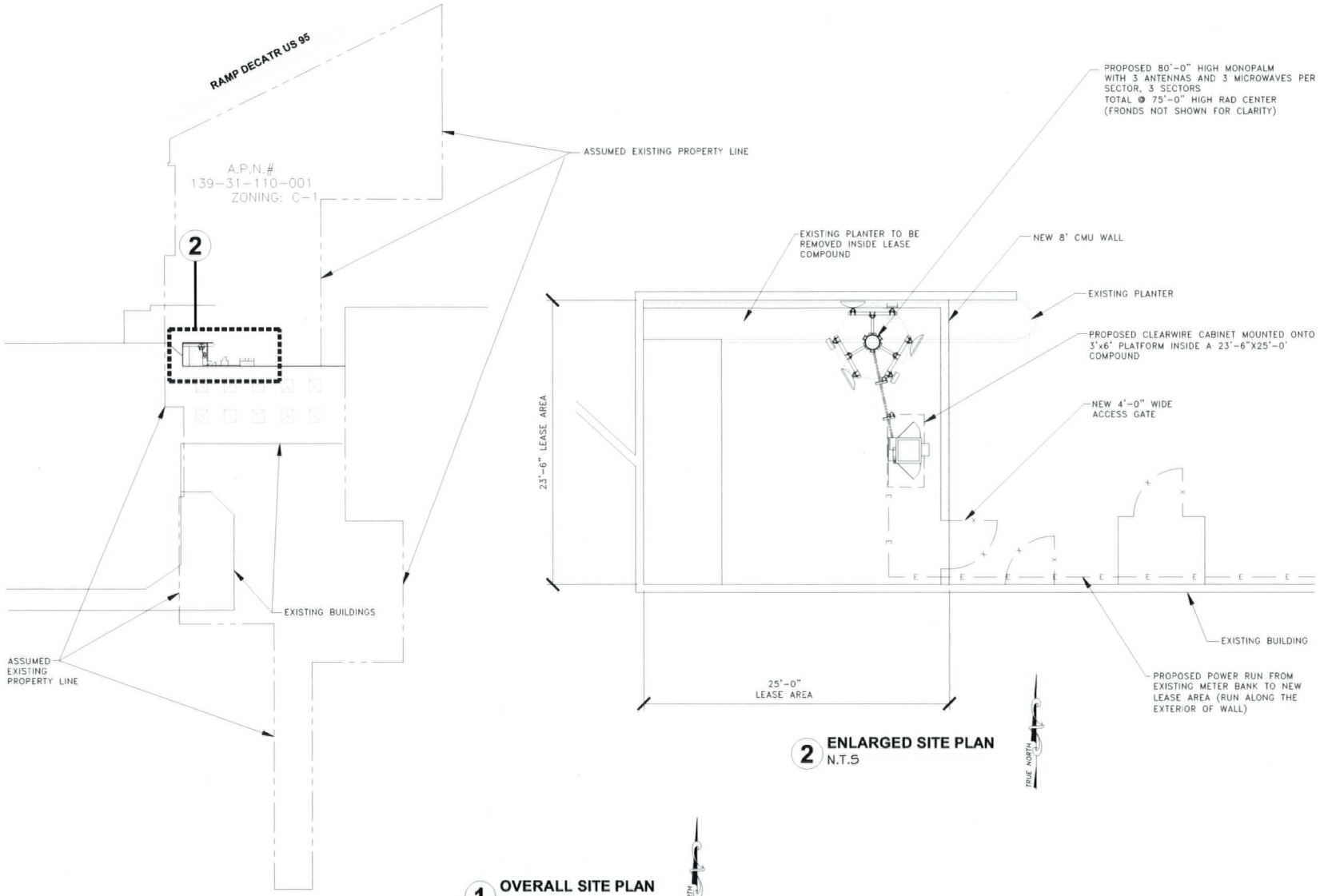
ENLARGED SITE PLAN

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 • 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:

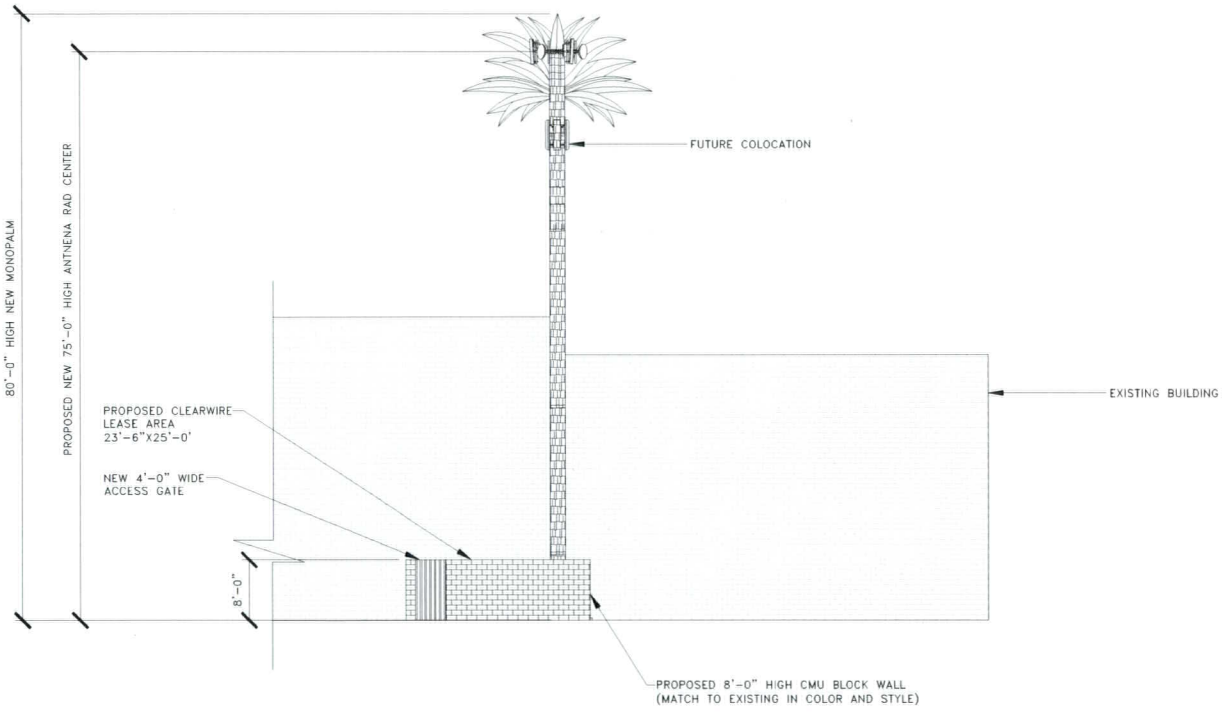
ENLARGED SITE PLAN

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 (702) 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

WFI 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

RECEIVED
2009 MAY 22 A 8:01
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

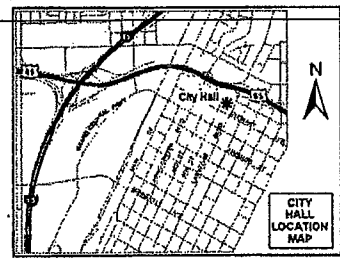
SUP-34016

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

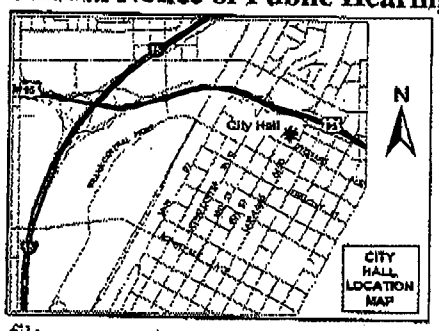
6/10/09 pm 164

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

2009 JUN 12 P 2:05
RECEIVED
CITY CLERK

O'BANNON PAUL TRUST
O'BANNON PAUL E TRS
P O BOX 26623
LAS VEGAS NV 89126-0623

APN#13836511025

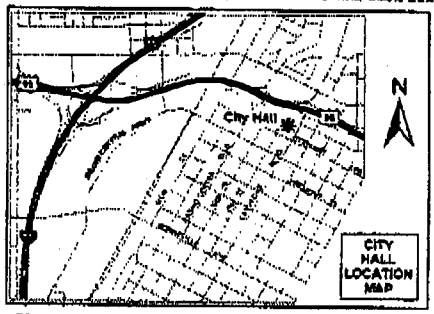
89126$0623 B06

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

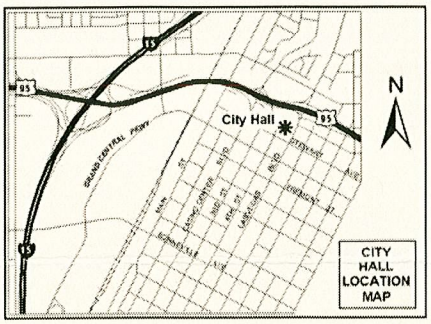
RECEIVED
CITY CLERK

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

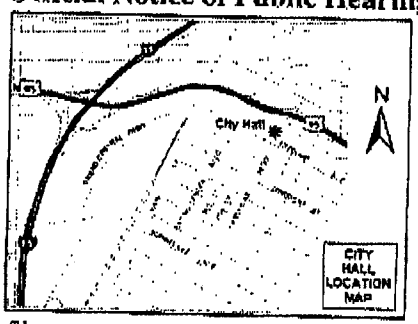
Date 5/12/09 Item 13

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 89101

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

13836516003 Case: SUP-34016
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

CAVDS11 91403

Submitted after final agenda

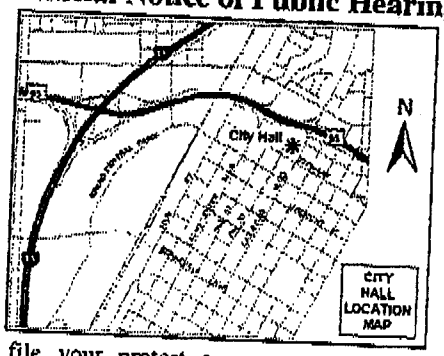
Date 5/8/09 Item 13P

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 6065

Submitted after final agenda

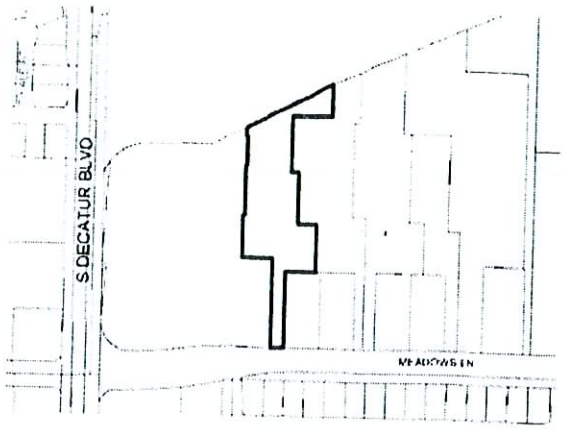
Date 5/11/09 Item 13P

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

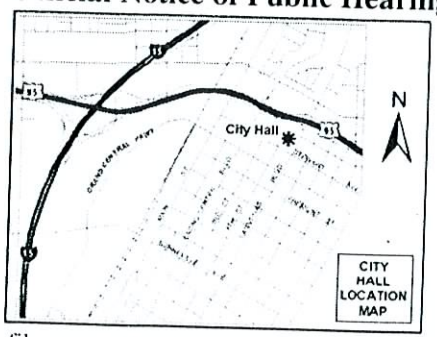
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development 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

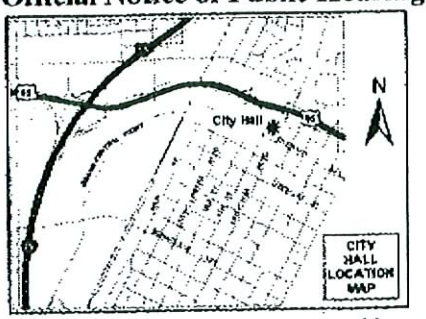
13P

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

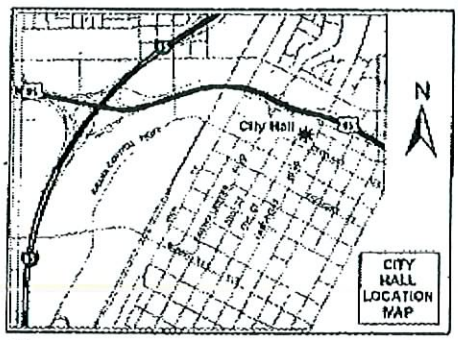
RECEIVED
MAY 05 2009

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.: **66.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

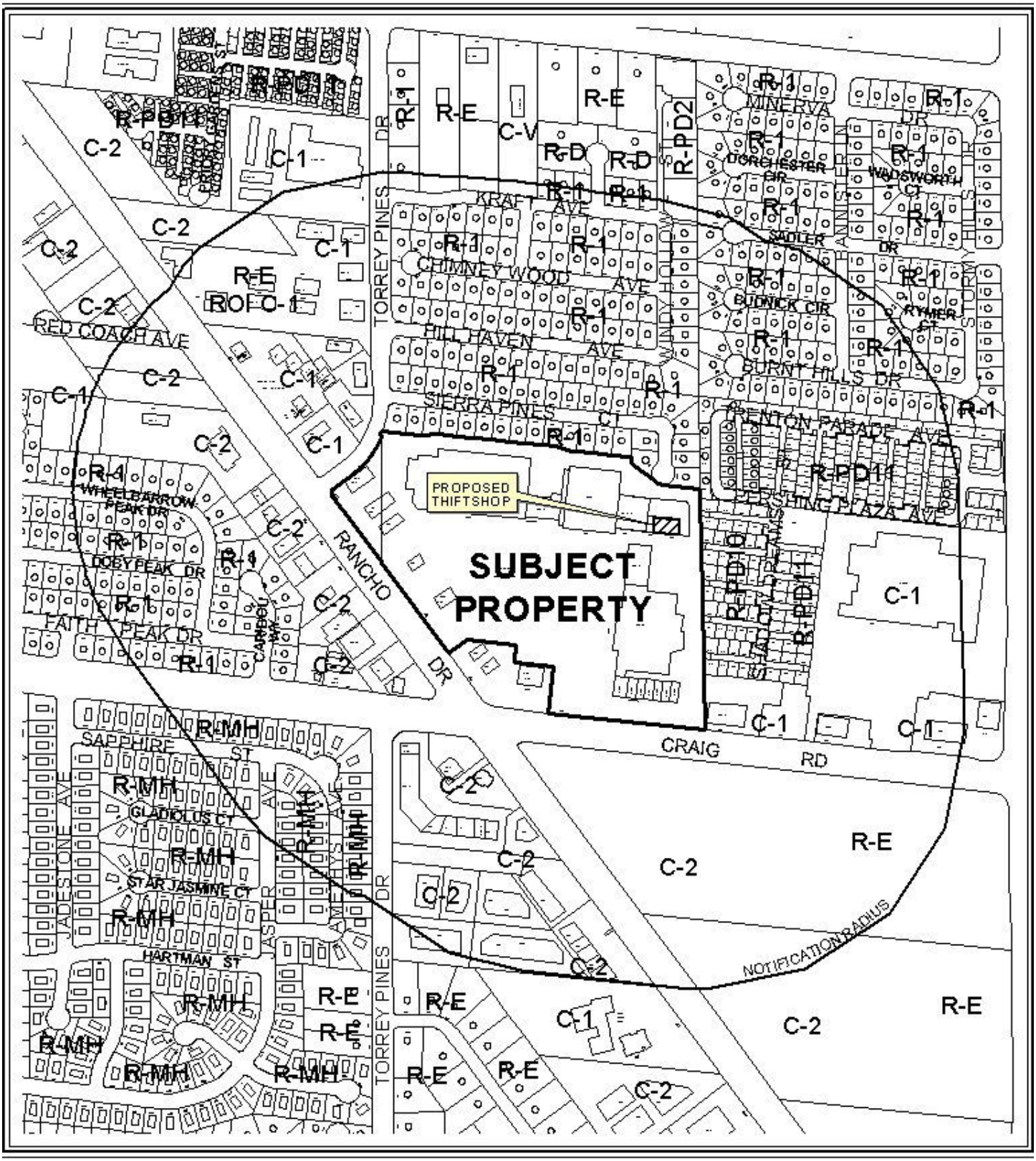
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-35346 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WYNONA PERDUE - OWNER: TONOPAH CRAIG ROAD COMPANY, LLP - Request for a Special Use Permit FOR A PROPOSED 6,000 SQUARE-FOOT THRIFTSHOP at 4460 North Rancho Drive (APNs 138-02-601-001 & 002, 138-02-204-001), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcards
7. Backup referenced from the September 10, 2009 Planning Commission Meeting Item 18



0 500 1000 Feet

CASE: **SUP-35346**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

CASE: **SUP-35346**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35346 - APPLICANT: WYNONA PERDUE - OWNER: TONOPAH CRAIG ROAD COMPANY, LP

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 7, 2009 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN ROSS.

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. There shall be an administrative review one year after issuance of a business license.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Thriftshop use.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Thriftshop in an existing retail space located at 4460 North Rancho Drive. The applicant intends to sell multiple used commodities such as tools, furniture, hardware, electronics, appliances, books, kitchen utensils, jewelry, clothes, antiques, collectables, and knickknacks. The proposed retail space is in good condition, and the proposed use can be conducted in a manner that is harmonious and compatible with surrounding land uses; therefore staff recommends approval for this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
01/18/89	The City Council approved a request for Rezoning (Z-109-88) to amend the Master Plan of the streets and highways to change the alignment of Torrey Pines Drive with its intersection at Rancho Drive.
11/01/89	The City Council approved a request for reclassification (Z-102-89) from R-E (Residence Estates) to C-1 (Limited Commercial) proposed use was for an expansion of an approved shopping center located on the east side of Torrey Pines Drive, north of Craig Road. The Planning Commission recommended approval of the request.
12/20/89	The City Council approved a request for reclassification (Z-126-89) of a property located east of Torrey Pines Drive and north of Craig Road, from R-E (Residence Estates) (under Resolution of Intent to R-1), to C-1 (Limited Commercial). The Planning Commission recommended approval of the request.
09/11/07	A deed was recorded for change of ownership.
09/10/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #18/ao).

Related Building Permits/Business Licenses	
10/05/00	A business license (#T07-00287) was issued for a travel & ticket agency at 4444 North Rancho Drive. The license is still active.
10/15/97	A building permit (#97021002) was issued for a shell building at 4460 North Rancho Drive. The permit was expired on 09/26/98.
12/29/97	A building permit (#97025464) was issued for a shell building at 4460 North Rancho Drive. The permit was expired on 09/26/98.
01/23/98	A building permit (#98001407) was issued for a tenant improvement build out at 4460 North Rancho Drive. The permit was completed on 03/24/98.

01/23/98	A building permit (#98001421) was issued for a tenant improvement build out at 4460 North Rancho Drive. The permit was completed on 03/11/98.
01/27/98	A building permit (#98001748) was issued for a tenant improvement at 4460 North Rancho Drive. The permit expired on 09/26/98.
04/03/98	A business license (#G04-03442) was issued for gifts and novelties at 4460 North Rancho Drive. The license was marked out of business on 11/10/08.

Pre-Application Meeting	
03/25/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Thriftshop were discussed. Topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one conducted.	
Field Check	
08/06/09	During a routine field check staff observed a well-maintained retail center.

Details of Application Request	
Site Area	
Gross Acres	1.94

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
South	Undeveloped	SC (Service Commercial)	C-2 (General Commercial)
East	Single-Family Residences	MLA (Medium Low Attached Density Residential)	R-PD10 (Residential Planned Development-10 Units per Acre)
West	Offices, Shops and Restaurants	SC (Service Commercial)	C-2 (General Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan	X		
Centennial Hills Sector Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		
A-O Airport Overlay District	X		Y

Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	318,326 SF	1:250	1,251	23	1,366	46	Y
TOTAL	318,326 SF		1,274		1,412		

ANALYSIS

This request is for a Special Use Permit for a proposed a Thriftshop use to be located at 4460 North Rancho Drive. "Thriftshop" means a business operation that deals primarily in secondhand wearing apparel. In the case of this establishment the proposal is to sell consignment or secondhand clothing, tools, furniture, hardware, electronic, appliances, books, kitchen utensils, jewelry, clothes, antiques, collectables, knickknacks and related items. The sale of secondhand goods by this applicant shall be limited to this location. The hours of operation will be 9:00am to 7:00pm seven days a week. There are no minimum separation distance requirements in the zoning code that apply to the proposed Secondhand Dealer use. The use is in compliance with all applicable plans and policies. The proposed Thriftshop meets all Special Use Permit Requirements; therefore, staff recommends approval of this Special Use Permit.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

The proposed Thriftshop will be located in an existing shopping center. This location is intended to be used for retail and other commercial development, including the proposed Thriftshop. The proposed land use can be conducted in a manner that is harmonious and compatible with existing and future surrounding land uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed location in an existing shopping center is physically suitable for the type and intensity of land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to this shopping center is provided via Craig Road, a 120-foot Parkway Arterial, and Rancho Drive, a Freeway-Expressway as designated on the City Master Plan of Streets and Highways. These streets provide adequate access for the shopping center, including the proposed Thriftshop.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this Special Use Permit will not compromise the public health or general welfare because the proposed use is consistent with the General Plan and will be subject to state and City of Las Vegas business and licensing requirements and will be monitored to ensure public safety and welfare is protected.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Thriftshop use complies with all applicable conditions, per Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 as shown to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

ASSEMBLY DISTRICT 1

SENATE DISTRICT 4

NOTICES MAILED 377 by City Clerk

APPROVALS 1

PROTESTS 3

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP- 35346 APN: 138-02-601-001 138-02-601-003 138-02-601-002 138-02-204-001

Name of Property Owner: Tonopah Craig Road Company, LLLP

Name of Applicant: Wynona Perdue

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: Judd Abrams Trustee of the Judd Steven Abrams Family Trust General Partner

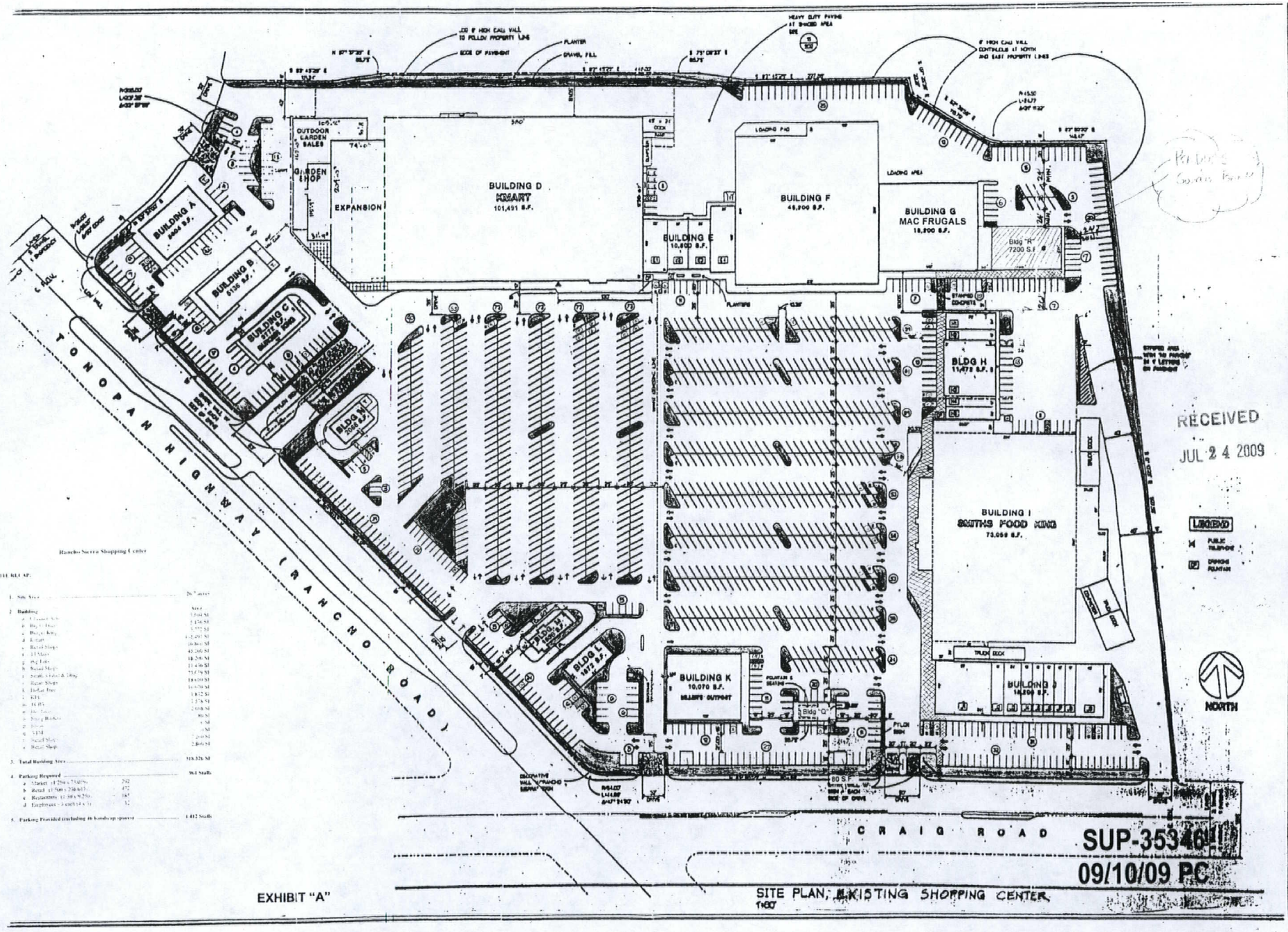
Subscribed and sworn before me

This 22nd day of July, 2009

Sue Ellen Hollahan

Notary Public in and for said County and State

SUE ELLEN HOLLAHAN
Commission # 1656298
Notary Public - California
Los Angeles County
My Comm. Expires Apr 2, 2010



RECEIVED
JUL 24 2009

Rancho Sierra Shopping Center

SITE RECAP:

1. Site Area		26.7 acres
2. Building		Area
a. Kmart		101,491 SF
b. Big 5		5,136 SF
c. Bldg C		5,775 SF
d. Bldg E, Kmg		10,600 SF
e. Retail		46,900 SF
f. Retail Shops		18,200 SF
g. 11 Shops		42,266 SF
h. Bldg I, Bldg		11,478 SF
i. Retail Shops		73,058 SF
j. Small, Liquor & Drug		10,070 SF
k. Retail Shops		18,600 SF
l. Dollar Tree		10,000 SF
m. KFC		2,832 SF
n. Pizza		1,578 SF
o. Bldg Total		2,068 SF
p. Nancy Bldg		800 SF
q. Bldg		0 SF
r. Bldg		0 SF
s. Retail Shops		2,000 SF
t. Retail Shops		2,869 SF
3. Total Building Area		319,326 SF
4. Parking Required		961 Stalls
a. Market (1 space/250 SF)	292	
b. Retail (1 space/250 SF)	472	
c. Restaurants (1 space/75 SF)	167	
d. Employees (1 space/1,000 SF)	32	
5. Parking Provided (including 46 handicap spaces)		1,412 Stalls

EXHIBIT "A"

SITE PLAN, EXISTING SHOPPING CENTER
1"=60'

SUP-35346
09/10/09 PC

CHK. BY.	
PHASE	
JOB. NO.	
DATE	1-31-11

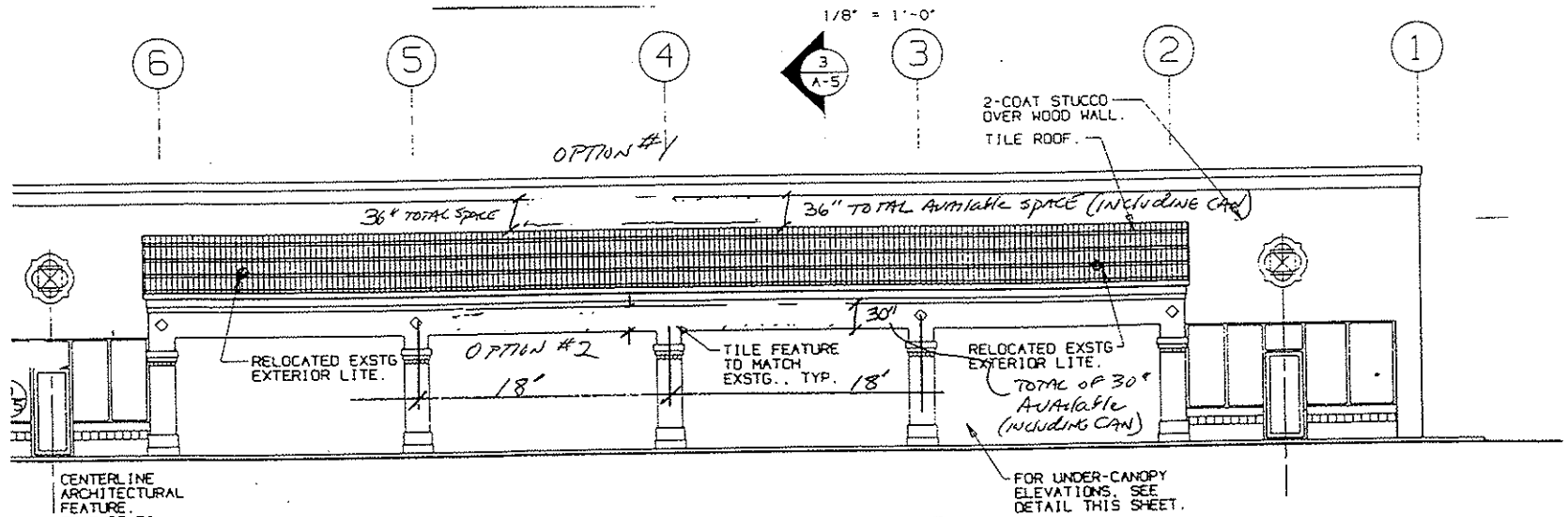
NO.	DATE	REVISION

ABRAMS CONSTRUCTION COMPANY
16661 VENTURA BLVD.
SUITE 408
ENCINO CA. 91436
TELEPHONE: 818. 986. 1455

Project Title:
RANCHO SIERRA CENTER EXPANSION

Sheet Title:
SITE PLAN

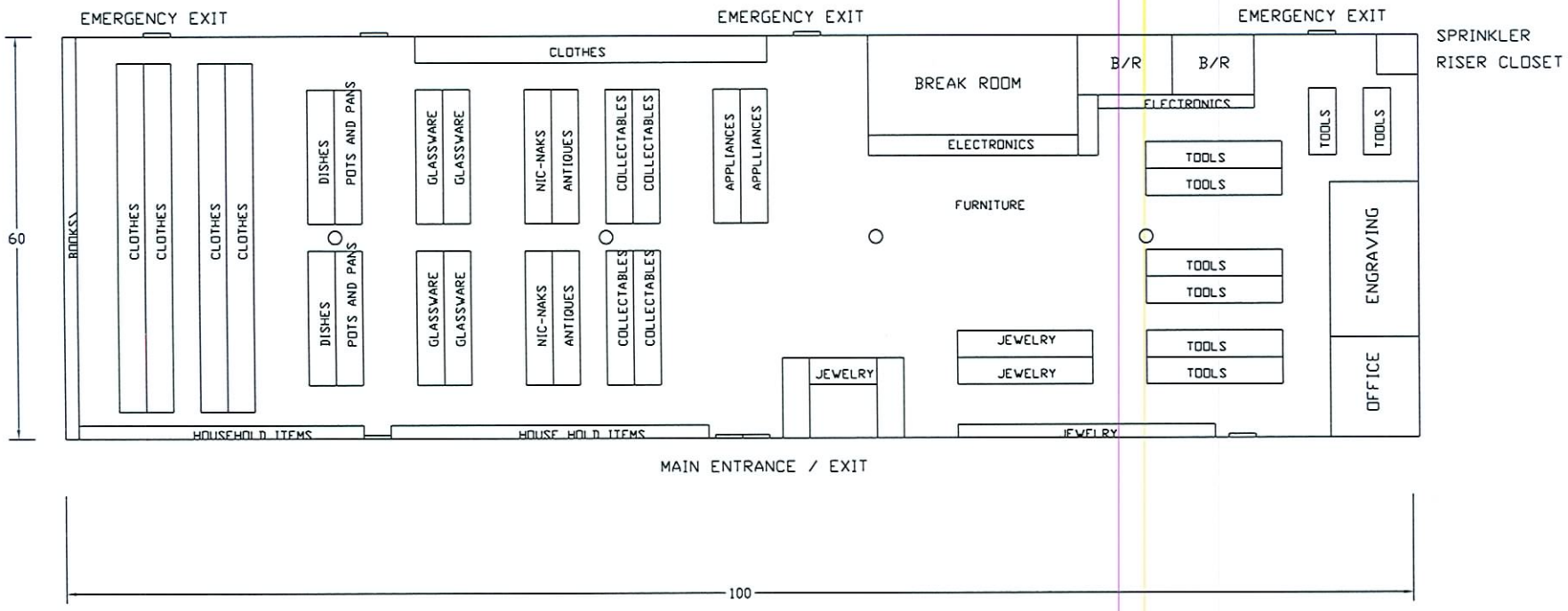
Sheet No.
A-1



SOUTH ELEVATION

1/8" = 1'-0"

RECEIVED
JUL 24 2009
SUP-35346
09/10/09 PC



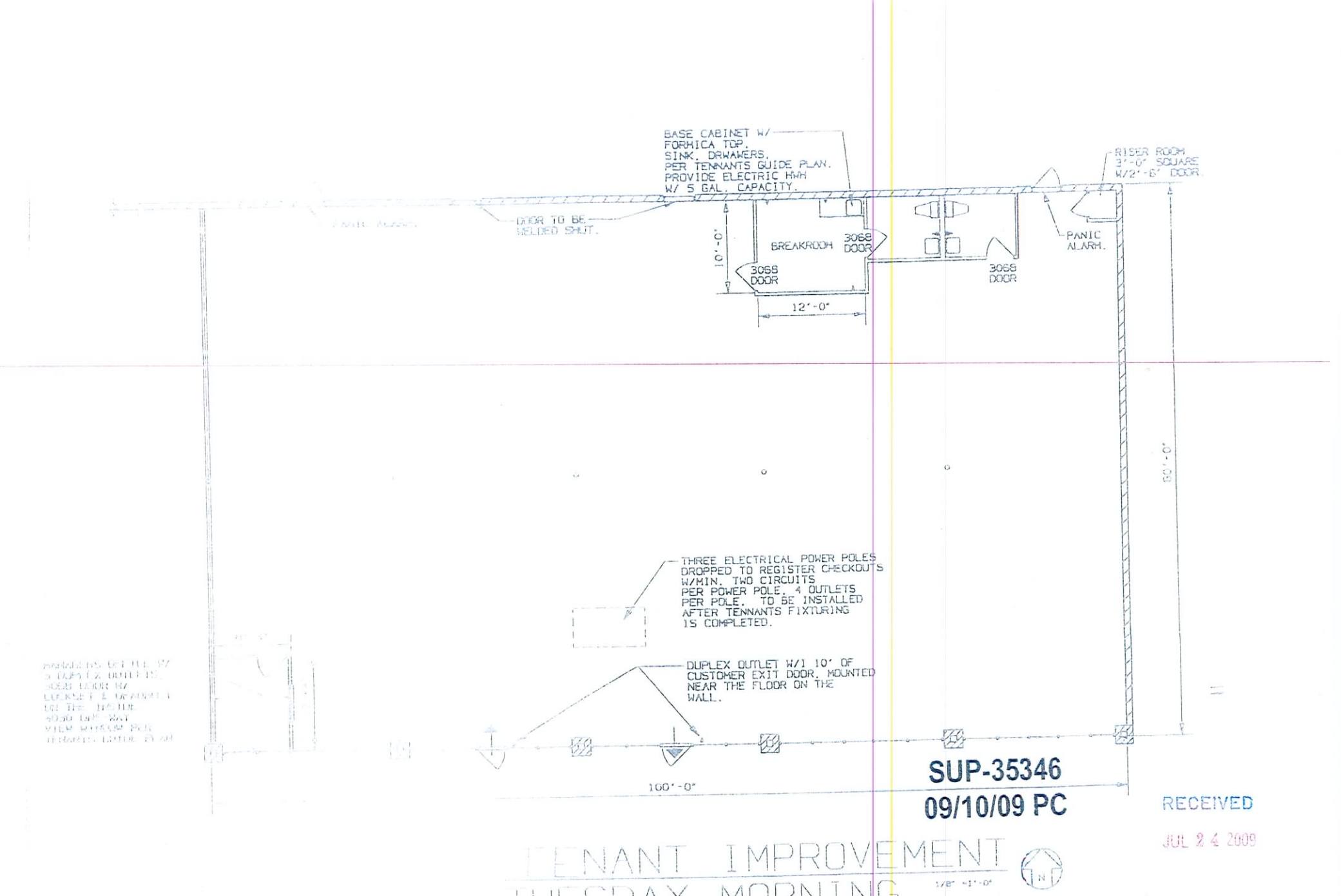
SUP-35346
09/10/09 PC

RECEIVED
JUL 24 2009

Autodesk

NO	DATE	REVISION	BY

ENGINEER	CHECKED BY
JOB NO	DRAWN BY
SCALE No Scale	DATE
DWG NO	
SHEET NO	OF



SUP-35346
09/10/09 PC

RECEIVED
JUL 24 2009

TENANT IMPROVEMENT
TUESDAY MORNING

1/8" = 1'-0"

SUP-35346 - APPLICANT: WYNONA PERDUE - OWNER: TONOPAH CRAIG ROAD COMPANY, LLP
4460 NORTH RANCHO DRIVE
SEPTEMBER 10, 2009 PLANNING COMMISSION

08/06/09

SUP-35346 - APPLICANT: WYNONA PERDUE - OWNER: TONOPAH CRAIG ROAD COMPANY, LLP
4460 NORTH RANCHO DRIVE
SEPTEMBER 10, 2009 PLANNING COMMISSION

08/06/09

SUP-35346 - APPLICANT: WYNONA PERDUE - OWNER: TONOPAH CRAIG ROAD COMPANY, LLP
4460 NORTH RANCHO DRIVE
SEPTEMBER 10, 2009 PLANNING COMMISSION

08/06/09

Perdue's Goodie Barn, LLC
P.O. Box 28258
Las Vegas, NV 89126
702-798-3712
702-362-1337 fax

Perdue's Goodie Barn, LLC

July 24, 2009

City of Las Vegas
Planning and Development Department

Subject: Justification Letter

To whom it may concern,

It is my intent to lease Building R, Store 2 of the Rancho Sierra Shopping Center located at 4460 North Rancho Drive for the sole purpose of operating a Second Hand Store.
The Inventory for sale will be comprised of Tools, Furniture, Hardware, Electronics, Appliances, Books, Kitchen Utensils, Jewelry, Clothes, Antiques, Collectables and NicNaks.
I will accept consignments to help our customers.
There will be no food or beverages sold. There will be no firearms, ammunition, paints, solvents or any type of flammable items sold.
No Purchasing of items on site will be conducted. Isles and exits will be kept clear and unobstructed at all times during operating hours. All excess inventory will be kept off-site thus allowing for an unobstructed facility.
Stocking will occur either before or after opening hours.

My sole purpose is to provide the public with quality items at a low cost. I feel that now, more than ever, that we can fill the needs of the public that is experiencing reduced income and rising costs with competitively priced products that they use every day.

I have been operating a company in Las Vegas since 1993 catering to the need of the commercial and industrial markets. I know the day to day requirements of operating a company and the obligations of ownership.

I thank you for your consideration.

Sincerely,

Wynona Perdue

SUP-35346
09/10/09 PC

RECEIVED
CITY CLERK

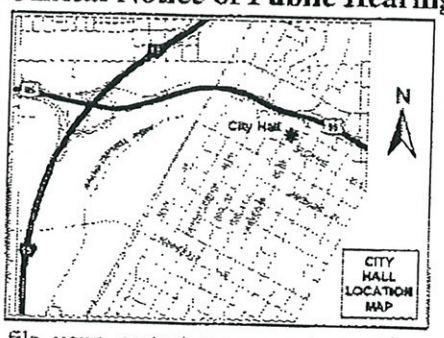
2009 OCT -5 A 8:03

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 OCT 02 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



as noted Before — I only question why this is not a permitted use for C-1 zoning.

John McGrail

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.

SUP-35346

City Council Meeting of **10/7/2009 - CORRECTED**

MCGRAIL JOHN M & DIANA
6258 W KRAFT AVE
LAS VEGAS NV 89130-2354

APN#13802512002

HAVDS11 89130

Submitted after final agenda

Date 10-5-09 Item 135

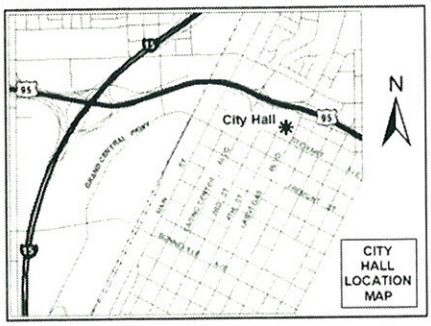
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
$ 00.41[4]
OCT 02 2009
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2009 OCT -6 A 10:47

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.

SUP-35346

City Council Meeting of **10/7/2009 - CORRECTED**

Rec'd
10/3/09

PAPES FRANCES M FAMILY TRUST
PAPES FRANCES M CO-TRS
4300 AMETHYST AVE
LAS VEGAS NV 89108-5611

APN#13802315073

HAVD511 89108

Submitted after final agenda

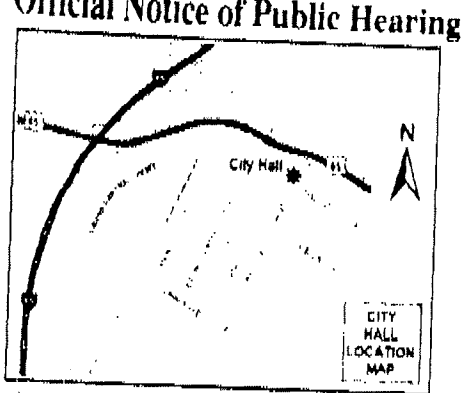
Date 10/5/09 Item 135

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35346

Planning Commission Meeting of 9/10/2009

PRESORTED FIRST CLASS

$ 00.41

RECEIVED
SEP 02 2009

13802511075 Case: SUP-35346
RUTKOWSKI FAMILY TRUST
6273 KRAFT AVE
LAS VEGAS NV 89130-2355

FAVDS11 89130

18P

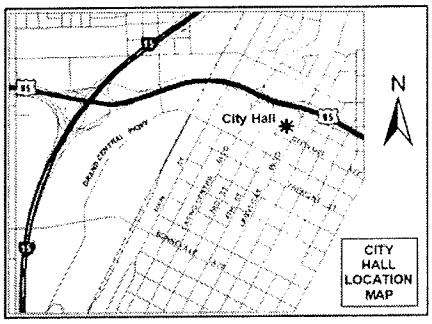
SEP-01-09 05:37 PM RUTTER/TARABEK 3962704 P.01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 28 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35346
Planning Commission Meeting of 9/10/2009

RECEIVED
SEP 02 2009

Case: SUP-35346
13802610026
CARNS DAVID C & SHIRLEY P
6237 SIERRA PINES CT
LAS VEGAS NV 89130-2342

FAU0511 A3130

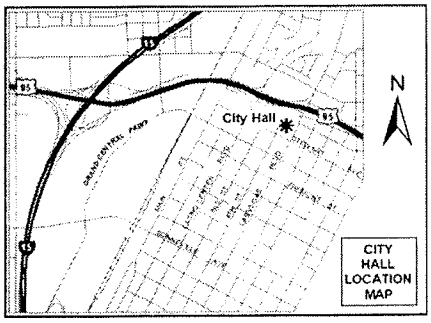
18P

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 AUG 28 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35346
Planning Commission Meeting of 9/10/2009

RECEIVED
SEP 02 2009

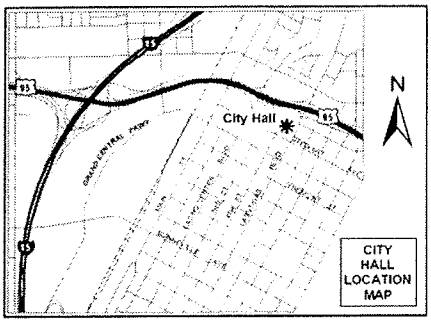
Case: SUP-35346
13802212072
HIGGS FAMILY TRUST
7315 N MONTE CRISTO WY
LAS VEGAS NV 89131-3333

FAUDF11 89131

19P

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-35346

Planning Commission Meeting of 9/10/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 28 2009
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 02 2009

Case: SUP-35346
13802315066
CLERK COURT U S DISTRICT CT NV
%G J NOLAN
10732 HUNTER MOUNTAIN AVE
LAS VEGAS NV 89129-3255

FAVDS11 89129

18A

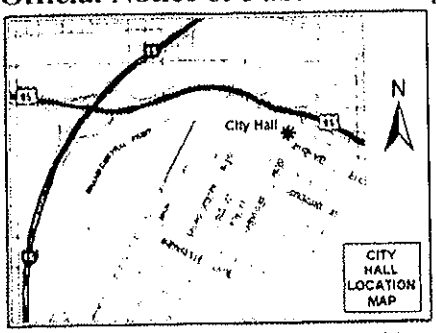
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 28 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35346

Planning Commission Meeting of 9/10/2009

RECEIVED
SEP 03 2009

Case: SUP-35346

13802202016
RANCHO REFLECTIONS L L C
4553 N RANCHO DR
LAS VEGAS NV 89130-3403

FAUP11 89130

Submitted after final agenda

Date 9/3/09 Item 18A

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

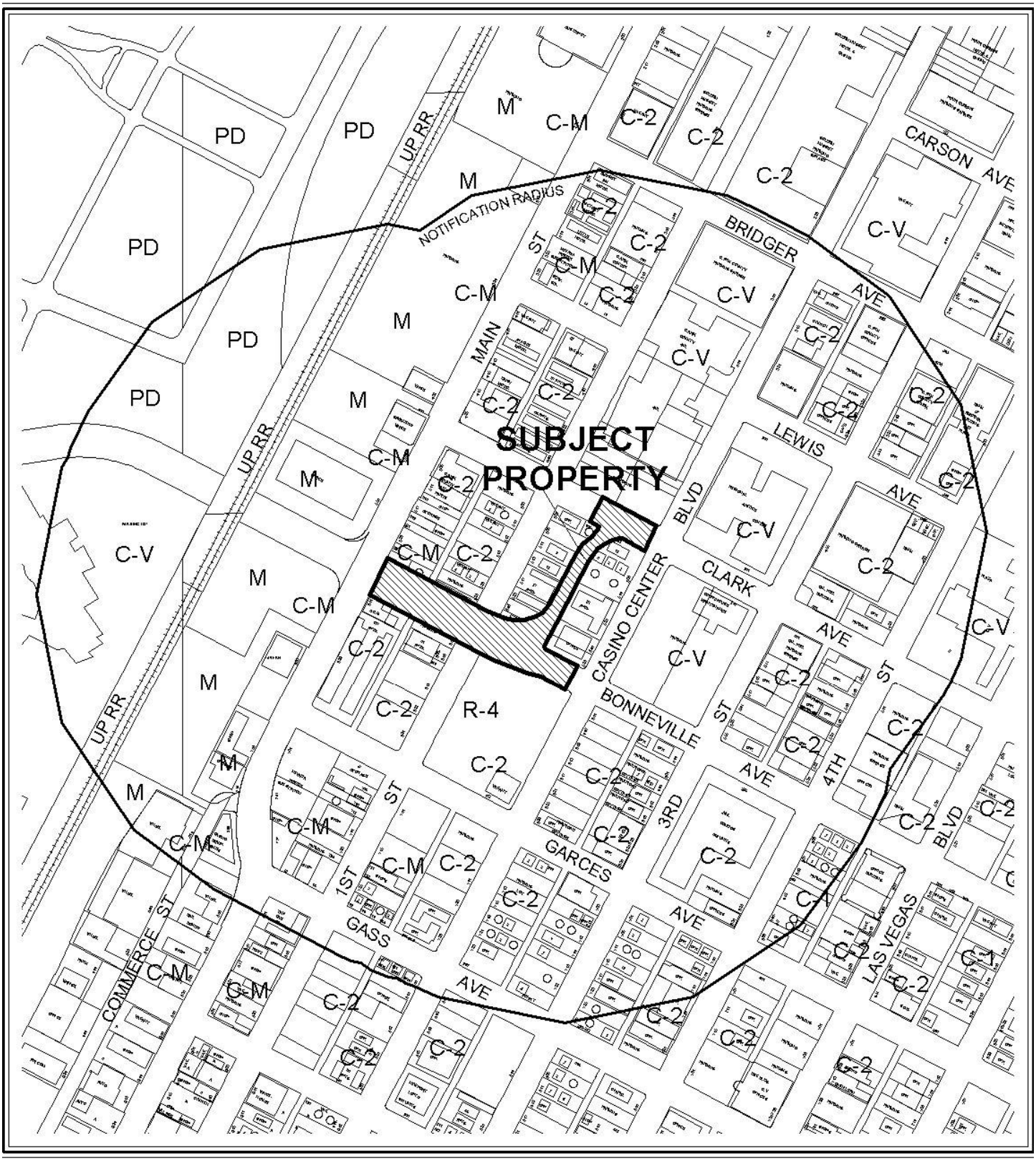
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-35729 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL - Request to amend the Master Plan of Streets and Highways and modify Map 2A of the Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan TO ADD A SECONDARY COLLECTOR TO CONNECT BONNEVILLE AVENUE WITH CLARK AVENUE BETWEEN CASINO CENTER BOULEVARD AND FIRST STREET, AND TO RECLASSIFY BONNEVILLE AVENUE FROM AN 80-FOOT SECONDARY COLLECTOR TO A 125-FOOT PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 6



0 400 800 Feet

CASE: **GPA-35729**

RADIUS: 1000 FT

N

CASE: **GPA-35729**
RADIUS: 1000 FT

0 400 800 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC ET AL, ET AL

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend the Master Plan of Streets and Highways and modify Map 2A of the Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan to add a Secondary Collector to connect Bonneville Avenue with Clark Avenue between Casino Center Boulevard and First Street, and to reclassify Bonneville Avenue from an 80-foot Secondary Collector to a 125-foot Parkway Arterial between Casino Center Boulevard and Main Street. Clark Avenue and Bonneville Avenue are currently classified as 80-foot Secondary Collectors connected by a 20-foot public alley. The affected parcels contain a mix of single family dwellings, multi-family dwellings, offices, light commercial uses and vacant land.

The purpose of the amendment is to allow for eventual construction of a one-way couplet that will make Bonneville Avenue and Clark Avenue the primary east-west connector between downtown and the freeway system. An additional segment is needed to connect westbound traffic on Clark Avenue to the westbound lanes of Bonneville Avenue at First Street.

The proposed amendment will be compatible with the streetscape requirements of the Downtown Centennial Plan. Because the proposed amendment would allow for the improvement of mobility in downtown through increased traffic capacity; wider sidewalks for pedestrians; the addition of bicycle lanes; and would allow for pedestrian-friendly amenities such as lighting, landscaping and benches to be added to public rights-of-way, staff recommends approval of this request. If this request is denied, the proposed alignment and changes to the street classifications could not be made to the Master Plan of Streets and Highways and the Las Vegas 2020 Master Plan, and the existing roadways and adjacent parcels would remain unaffected.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
11/25/97	A deed was recorded for change of ownership on APN 139-24-311-006.
06/22/07	A deed was recorded for changes in ownership on APNs 139-34-311-007 through 009; 016 through 017; 139-34-311-023 through 031; and 139-34-302-009 relating to this site.
04/25/08	A deed was recorded for change of ownership on APN 139-24-301-008.
10/08/09	The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #6/ss).
Related Building Permits/Business Licenses	
There are no building permits or business licenses related to this request.	
Pre-Application Meeting	
A pre-application meeting was not required for this request, nor was one held.	

Neighborhood Meeting	
09/08/09	A neighborhood meeting was held at the city of Las Vegas Development Services Center, Room 2B on September 8, 2009 from 5:30 to 6:00 p.m. One member of the public attended and had no objection to the request. Two representatives of the applicant and one staff member were present. Questions were raised regarding how right-of-way would be acquired for the proposed couplet, construction of the Bus Rapid Transit line in the area, and streetscape beautification improvements.
Field Check	
09/03/09	A field check was conducted by staff with the following observations: ▪ The subject site consists of two east-west public streets, a north-south public alley and existing single-family, multi-family and office buildings in varying condition. ▪ On street parking is available on Clark Avenue.

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan	**X**		
Downtown Centennial Plan (Office Core)	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	**X**		
Downtown Overlay District	X		Y
A-O Airport Overlay District (NLV Airport – 200 Feet)	X		Y
Live/Work Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This amendment is requested to allow for future development of a one-way couplet system with Clark Avenue running westbound and Bonneville Avenue running eastbound. Bonneville Avenue will transition to two-way traffic at First Street via a new connector street feeding westbound traffic from Clark Avenue. The connector is proposed to be classified as an 80-foot wide Secondary Collector and would utilize the existing alley alignment between First Street and Casino Center Boulevard. Bonneville Avenue will be reclassified from a Secondary Collector to a Parkway Arterial. It will be designed to allow up to 125 feet of right-of-way that will include up to three travel lanes in each direction, a center turn lane, landscaped median, a bike lane, and enhanced streetscaping that will include 10-foot detached sidewalks and five-foot landscaped amenity zone. Clark Avenue will remain classified as an 80-foot wide Secondary Collector, which has a design

capacity of two travel lanes in each direction with either a center turn lane or raised median with left turn pockets.

Classification of Right-of-Way (proposed changes)		
Street	**Current Classification**	**Proposed Classification**
Bonneville Avenue between Casino Center Boulevard and Main Street	Secondary Collector (80 feet)	Parkway Arterial (125 feet)
Unnamed Connector Street between Clark Avenue and Bonneville Avenue	Not classified—proposed to be added to the Master Plan of Streets and Highways	Secondary Collector (80 feet)

The purpose of the Master Plan of Streets and Highways is to promote the orderly development of land, to eliminate existing congestion and facilitate rapid traffic movement and to make provisions for anticipated future traffic needs. The proposed amendment will improve the mobility of traffic by establishing Bonneville Avenue and Clark Avenue together as the primary east-west thoroughfares linking downtown to the freeway system and surrounding neighborhoods.

Map 2A of the Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan, which indicates the location and classification of streets and highways within the city limits, will be updated simultaneously with the Master Plan of Streets and Highways.

The proposed amendment will be compatible with the streetscape requirements of the Downtown Centennial Plan. The proposed amendment will not affect development of the Tortoise Trail and Art Trail, which will meet the requirements of the Downtown Centennial Plan. In addition to wider sidewalks, lighting, increased landscaping and other pedestrian-friendly amenities, the proposed improvements to the affected streets will increase traffic capacity and parking in the downtown area. Staff therefore recommends approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

ASSEMBLY DISTRICT 6

SENATE DISTRICT 3

NOTICES MAILED 144 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-35729** APN: Various

Name of Property Owner: See Property Owners Listing

Name of Applicant: City of Las Vegas / Greg McDermott

Name of Representative: City of Las Vegas / Greg McDermott

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Greg McDermott / City of Las Vegas

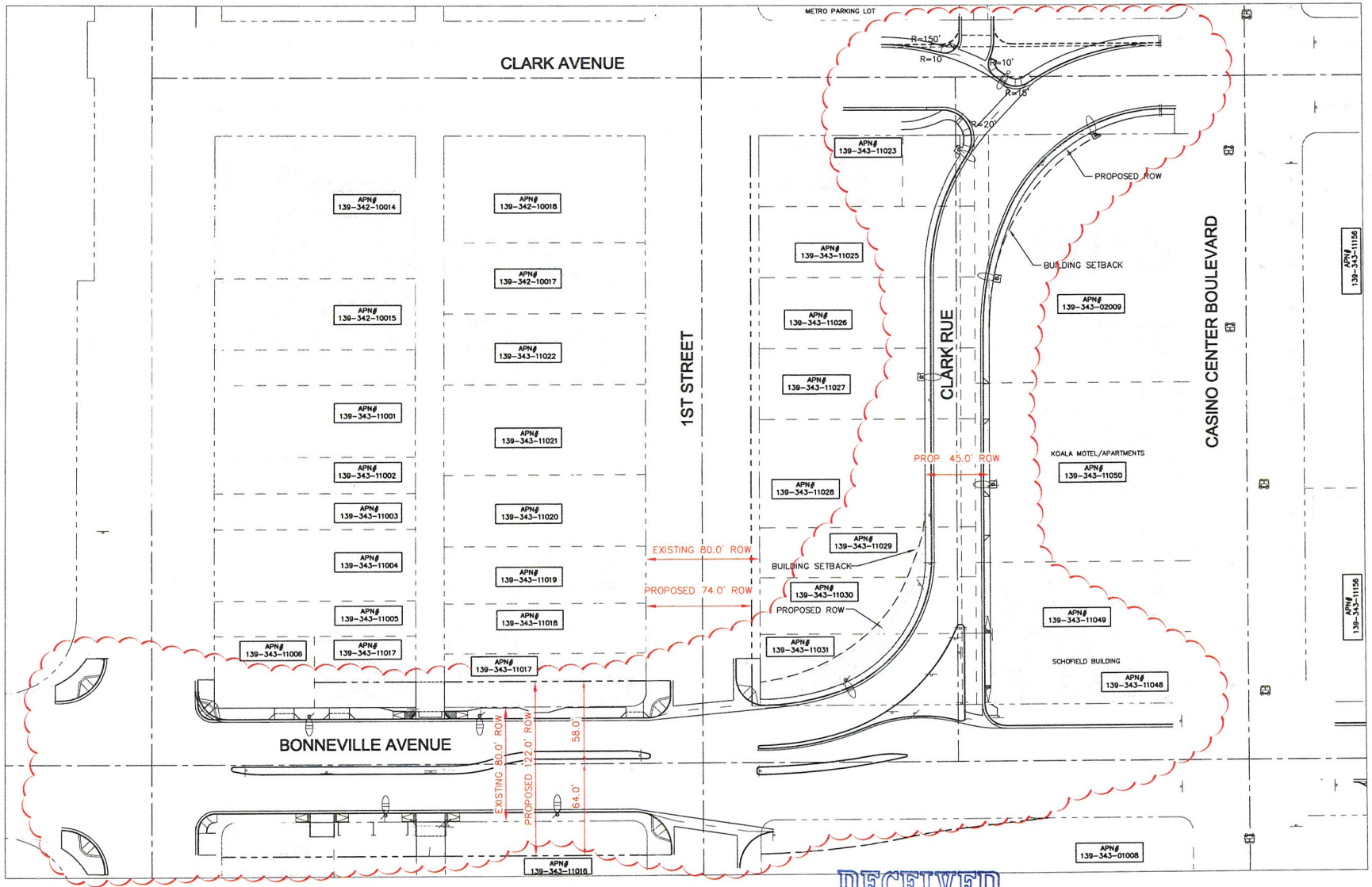
Subscribed and sworn before me

This 24 day of August, 2009

Kevin Cerny

Notary Public in and for said County and State

KEVIN CERNY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90775-1
MY APPT. EXPIRES JULY 29, 2012



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

RECEIVED
AUG 27 2009

GPA-35729
10/08/09 PC

BONNEVILLE/CLARK ONEWAY COUPLET
August 27, 2009
Kimley-Horn and Associates, Inc.

GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL
PARKWAY ARTERIAL BETWEEN CASINO CENTER BOULEVARD AND MAIN STREET
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

DEVELOPMENT
SERVICES
CENTER

Public Works Department
Engineering Planning

731 S. Fourth Street
Las Vegas, NV 89101

Voice 702-229-6541
FAX 702-382-8551
TTY 702-386-9108

August 24, 2009

Doug Rankin
Manager, Current Planning
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

RE: MASTER PLAN OF STREETS & HIGHWAYS AMENDMENT – BONNEVILLE/CLARK ONE-WAY COUPLET

Dear Mr. Rankin:

Please accept this letter as justification to amend the City's Master Plan of Streets & Highways to add a secondary collector to connect Bonneville Avenue with Clark Avenue between Casino Center Boulevard and First Street, and to reclassify Bonneville Avenue from an 80-foot secondary collector to a 125-foot parkway arterial between Casino Center Boulevard and Main Street.

The Bonneville/Clark One-Way Couplet will improve the mobility of traffic through downtown Las Vegas by serving as the primary east-west connector, which will link Downtown to interstates and surrounding neighborhoods. This project will enhance the capacity of the roadway system, increase parking, provide wider walkways with streetscapes (landscaping), lighting, and other amenities that will be "pedestrian-friendly". Both Bonneville and Clark Avenues are already on the City's Master Plan of Streets & Highways as 80-foot collectors and will be converted to a one-way couplet system. The new roadway connection west of Casino Center will connect westbound traffic on Clark Avenue to Bonneville Avenue.

Please feel free to contact me at 229-6541 should you have any questions regarding our request.

Respectfully,

Greg McDermott
Engineering Project Manager
Public Works

cc:
Jorge Cervantes, P.E. – Director, Public Works
Cheri Edelman, P.E. – Deputy Director/City Engineer, Public Works
Bart Anderson, P.E. – Project Manager, Public Works

Las Vegas City Council
Oscar B. Goodman
Mayor
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

Public Works Director
Jorge Cervantes
P.E., P.T.O.E.

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

RECEIVED
OCT 02 2009

SUBJECT: GPA-35729 - APPLICANT: CITY OF LAS VEGAS - OWNER: LIVEWORK, LLC, ET AL

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *October 8, 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] 10/2/09

Signature Date

Greg McDermott

Please print name

City of Las Vegas

Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

Submitted after final agenda

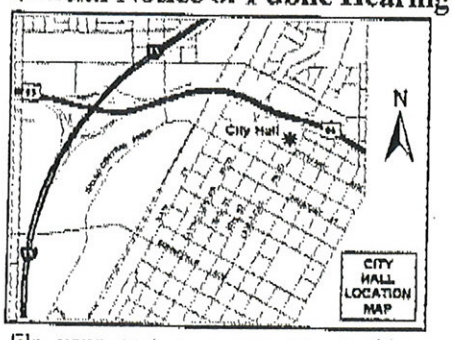
Date 10/2/09 Item 6

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
0004279218 SEP 24 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-35729

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 06 2009

Case: GPA-35729

13934311006
PETO FAMILY TRUST ETAL
550 E CHARLESTON BLVD #F
LAS VEGAS NV 89104-1303

GAVDS11 89104

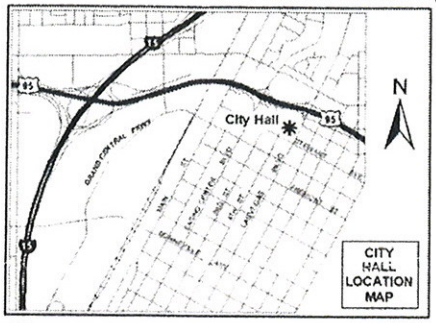
Submitted after final agenda
Date 10/6/09 Item 6P

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 SEP 24 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-35729

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 07 2009

Case: GPA-35729
13934210004
OAKBROOK REALTY & INVEST II LLC
1000 ROYCE BLVD
OAKBROOK IL 60181-4809

GAVDS11 60181

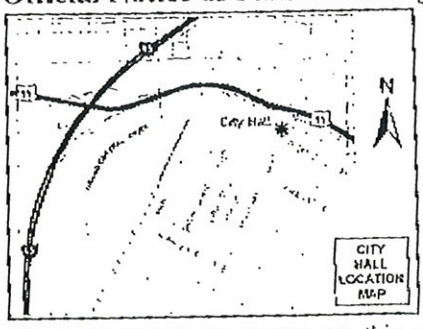
Submitted after final agenda

Date 10/7/09 Item 6A

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-35729

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: GPA-35729

13934312107
ROLLINS FAMILY TRUST
353 E BONNEVILLE AVE #413
LAS VEGAS NV 89101-6651

GAVDES11 89101

Submitted after final agenda

Date 10/5/09 Item 6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

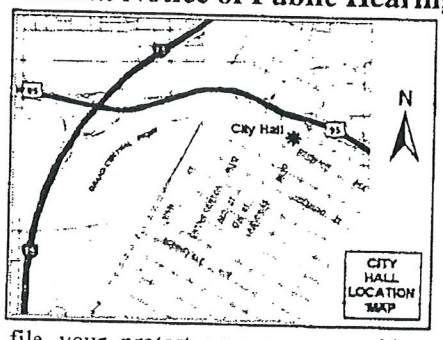
09-25-09

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
FIRST-CLASS
02 1M $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

2009 SEP 28 A 9:35
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 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-35729

Planning Commission Meeting of 10/8/2009

Case: GPA-35729

13934310016
DECARO RUSSIANO
710 S 1ST ST
LAS VEGAS NV 89101-6411

GAVDS11 89101

6A

City of Las Vegas

Agenda Item No. 140

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2005

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
SPECIAL USE PERMIT

SUP-6505 - PUBLIC HEARING - APPLICANT: JMA ARCHITECTURE STUDIOS - OWNER: BLALOCK FAMILY TRUST & MARC PROPERTY, LLC - Request for a Special Use Permit FOR A PROPOSED MIXED USE DEVELOPMENT adjacent to the northwest corner of First Street and Bonneville Avenue (APNs 139-34-311-017 through 022), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	3
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location Map
2. Conditions For This Application
3. Staff Report
4. Justification letter
5. Submitted at meeting - Protest letter packet and Citizens Objection packet by John Enomoto, Joan Huey Kane, Vicki Ham and Jeanne Ham Peto for Item 140 [SUP-6505] and Item 141 [SDR-6503] filed under Item 140 [SUP-6505]
6. Passed out at meeting but not submitted for the record - Graphic booklet of LiveWork Project by JMA Architecture Studios for Item 140 [SUP-6505] and Item 141 [SDR-6503] filed under Item 140 [SUP-6505]

MOTIONS:

TARKANIAN - APPROVED subject to conditions and an additional condition as record for the record as follows:

- Coordinate with the City Engineer's office to discuss the Bonneville Avenue/Clark Avenue couplet project to determine impacts to this site plan prior to the submittal of a map for this site or the submittal of any construction drawings. If the applicant proposes to realignment the Bonneville/Clark couplet connector, the applicant shall dedicate or obtain dedication of all necessary rights-of-way to realign the proposed First Street connector prior to the submittal of any construction drawings or the submittal of a map for this site that would incorporate such proposal.

- UNANIMOUS

MINUTES:

MAYOR GOODMAN declared the Public Hearing for Item 140 [SUP-6505] and Item 141 [SDR-6503] open.

COUNCILMAN REESE read a protest letter from the adjacent property owners and submitted it for the

Submitted at Planning Commission

Date 10/8/09 Item 6

MINUTES - continued:

record.

GREG BORGEL, 300 South Fourth Street, appeared on behalf of the applicant. This is one block of an overall downtown development covering five blocks. The development is substantially consistent with mixed use goals of the City outlined in the Centennial Plan. The project is recommended for approval by both the Planning Commission and staff. Left for final determination is the one-way couplets to connect Clark and Bonneville via either First Street or the alleyway. However, this residential project with a commercial component is prepared to go forward independent of that determination. The intent is to rent a substantial portion of the units, although they will be built to condominium standard. This project will assist in resolving the major difficulty with the lack of comparable rentals downtown. That will provide all developers with a key to future financing for similar projects, drawing residential uses downtown.

JOHN ENOMOTO, 523 South Main Street, JOAN HUEY KANE, VICKI HAM and JEANNE HAM PETO read statements and reviewed a submitted presentation packet. They outlined additional concerns with the dimensions of the property, potholes in the unimproved alley, high tension wires, potential redevelopment in the area, siting of the monorail and other mass transportation facilities, traffic impacts, revisions to the plan during the process and a lack of consideration for long-term and life-long property owners in the area.

MAYOR GOODMAN assured MR. ENOMOTO that the process has been conducted in the open. CITY MANAGER SELBY confirmed that the Council action took place more than a year ago based on a consultant's report involving one-way couplets that included this location. MARGO WHEELER, Director of Planning and Development, clarified that the couplet issue was part of and addressed during the debate prior to adoption of the Downtown Centennial Plan in 2000. COUNCILWOMAN TARKANIAN stressed that the couplet alignment that would take a portion of the land owned by the concerned property owner has been addressed by the developer.

MS. KANE stated that there had been no notification regarding the realignment. As property owners, they only found out because of a comment made by MR. BORGEL. They opposed several alternatives proposed. While the efforts of the City are appreciated, they are concerned that the acceptable option supported by the developer may change again. She and her fellow property owners will accept written stipulation from MR. MITCHELL. The issue of the high power lines are still under negotiation with Nevada Power. MAYOR GOODMAN advised MS. KANE to keep her discussion to the application on the agenda and not stray to the couplet or other area issues. MS. KANE explained that the concern identified by COUNCILWOMAN TARKANIAN on the property owners' behalf is not with the size of the building, but the impact of the appearance of the project.

STEVEN "CAPTAIN TRUTH" DEMPSEY urged MS. PETO to research the Supreme Court ruling on Leto. He expressed concern that that ruling allows a board to take away private property and the country is going in the wrong direction. MAYOR GOODMAN responded that the Council has a policy that the City will not take from private owner and give to private owner, regardless of the court rulings that doing so is an appropriate vehicle for redevelopment.

MR. BORGEL requested the Council make its determination based solely on the project itself. It will

MINUTES - continued:

be built regardless of the placement of the couplets and MR. MITCHELL has stipulated that there will be no opposition to locating the one-way couplet in a manner not to impact the other property owners. However, MR. MITCHELL does not make that ultimate determination, the City does. The developer will accommodate the City by providing those parts of the project property necessary as part of the overall development.

COUNCILWOMAN TARKANIAN commented on the difficulty with addressing certain issues based on the manner in which the application is agendaed. She confirmed with DEPUTY CITY ATTORNEY BRYAN SCOTT that it would be appropriate to request a letter confirmation of the commitment or stipulation made for the record. MR. BORGEL agreed that such a letter would be provided and reminded the Council that this developer will be back many times for the remainder of the five blocks of development.

BART ANDERSON, Public Works, read an amendment to Condition 14 for the related site development review plan in order to condition the stipulation made. MR. BORGEL questioned the dedication language as involving that land controlled by the developer. MR. ANDERSON explained that the developer is accepting responsibility to acquire the land needed should the developer wish to realign the couplet in a manner involving others' properties. MR. BORGEL concurred with the condition amendment. DEPUTY CITY ATTORNEY SCOTT added that the amended condition to the site development plan review should also be incorporated as a condition for the special use permit as well.

COUNCILMAN BROWN confirmed with MR. ANDERSON that Council action on the project would not limit the City or Regional Transportation Commission in designing future transportation with flexibility. CHARLES KAJKOWSKI, Public Works, added that the City is pursuing the First Street alignment, but does not object to the developer's proposal to utilize the alleyway so long as the developer can make it work.

MAYOR GOODMAN declared the Public Hearing for Item 140 [SUP-6505] and Item 141 [SDR-6503] closed.
(2:52 - 3:28)
4-473

CONDITIONS:

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Mixed-Use development.

2. Approval of and conformance to the Conditions of Approval for a Site Development Plan Review (SDR-6503), date stamped 04/12/05.

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

4. All City Code requirements and design standards of all City departments must be satisfied.

City of Las Vegas

Agenda Item No. 141

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2005

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-6505

SDR-6503 - PUBLIC HEARING - APPLICANT: JMA ARCHITECTURE STUDIOS - OWNER: BLALOCK FAMILY TRUST & MARC PROPERTY, LLC - Request for a Site Development Plan Review FOR A 25 STORY MIXED USE DEVELOPMENT TO INCLUDE 280 RESIDENTIAL UNITS AND 20,000 SQUARE FEET OF COMMERCIAL FLOORSPACE AND WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN BUILDING STEP-BACK AND BUILD-TO REQUIREMENTS on 1.20 acres adjacent to the northwest corner of First Street and Bonneville Avenue (APNs 139-34-311-017 through 022), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	**Planning Commission Mtg.**	0
City Council Meeting	0	**City Council Meeting**	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location Map
2. Conditions For This Application
3. Staff Report
4. Justification letter
5. Submitted at meeting - Protest letter packet and Citizens Objection packet by John Enomoto, Joan Huey Kane, Vicki Ham and Jeanne Ham Peto for Item 140 [SUP-6505] and Item 141 [SDR-6503] filed under Item 140 [SUP-6505]
6. Passed out at meeting but not submitted for the record - Graphic booklet of LiveWork Project by JMA Architecture Studios for Item 140 [SUP-6505] and Item 141 [SDR-6503] filed under Item 140 [SUP-6505]

MOTIONS:

TARKANIAN - APPROVED subject to conditions and amending Condition 14 as follows:
14. Coordinate with the City Engineer's office to discuss the Bonneville Avenue/Clark Avenue couplet project to determine impacts to this site plan prior to the submittal of a map for this site or the submittal of any construction drawings. If the applicant proposes to realignment the Bonneville/Clark couplet connector, the applicant shall dedicate or obtain dedication of all necessary rights-of-way to realign the proposed First Street connector prior to the submittal of any construction drawings or the submittal of a map for this site that would incorporate such proposal.
- UNANIMOUS

MINUTES:
NOTE: See Item 140 [SUP-6505] for all related discussion.
(2:52 - 3:28)

CONDITIONS - continued:

Public Works

14. Coordinate with the City Engineer's office to discuss the Bonneville Avenue/Clark Avenue couplet project to determine impacts to this site plan prior to the submittal of a map for this site or the submittal of any construction drawings.

15. Coordinate with the City Surveyor prior to the submittal of a Map for this site to determine mapping options; comply with the recommendations of the City Surveyor.

16. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

17. Landscape and maintain all unimproved rights-of-way, if any, on Bonneville Avenue and First Street adjacent to this site.

18. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the Bonneville Avenue and First Street public right-of-way adjacent to this site prior to occupancy of this site.

19. Grant pedestrian walkway easements for all public sidewalks not located within public right-of-way.

20. Extend public sewer in First Street to the southern edge of this site. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

21. 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, the issuance of any building or grading permits or the submittal of map subdividing this site, whichever may occur first. Provide and improve all drainageways as recommended.

22. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings, or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this

MINUTES - continued:

4-473

CONDITIONS:

Planning and Development

1. Approval of an application for a Special Use Permit (SUP-6505) by the City Council.

2. This Site Development Plan Review shall expire two years from the date of final approval unless i is exercised or an Extension of Time is granted by the City Council.

3. All development shall be in conformance with the site plan and building elevations, date stampec 04/12/05, except as amended by conditions herein. A color chart of the building's materials shall be submitted and approve by staff of the Department of Planning and Development prior to the issuance of a building permit.

4. Waivers shall be granted in the building step-back and build-to requirements.

5. The site plan shall be revised and approved by staff of the Planning and Development Departmen staff, prior to the time application is made for a building permit to reflect the following:

- Handicapped spaces in the parking garage shall be assigned and reassigned to meet the individu needs of the residents and of customers to the commercial uses as the needs arise.
- Proposed signage for the development.

6. The applicant shall meet with staff of the Planning and Development Department to develop a comprehensive address plan for the subject site prior to the submittal of a building permit. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

7. Landscaping and a permanent underground sprinkler system being installed as required and shall bc permanently maintained in a satisfactory manner. (Failure to properly maintain required landscaping and underground sprinkler systems may result in legal action taken by the City of Las Vegas.)

8. A request for a Waiver in under-grounding utilities shall be denied.

9. All mechanical equipment shall be fully screened in views from the abutting streets.

10. Wall pack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed building. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and functioning prior to construction of the building.

13. All City code requirements and design standards of all City departments shall be satisfied.

CONDITIONS - continued:

site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, or 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.

23. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this site prior to submittal of any construction drawings.

24. Meet with the Clark County School District to discuss the impact this site plan has on the District's schools, and to identify possible methods to mitigate the impacts.

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.

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

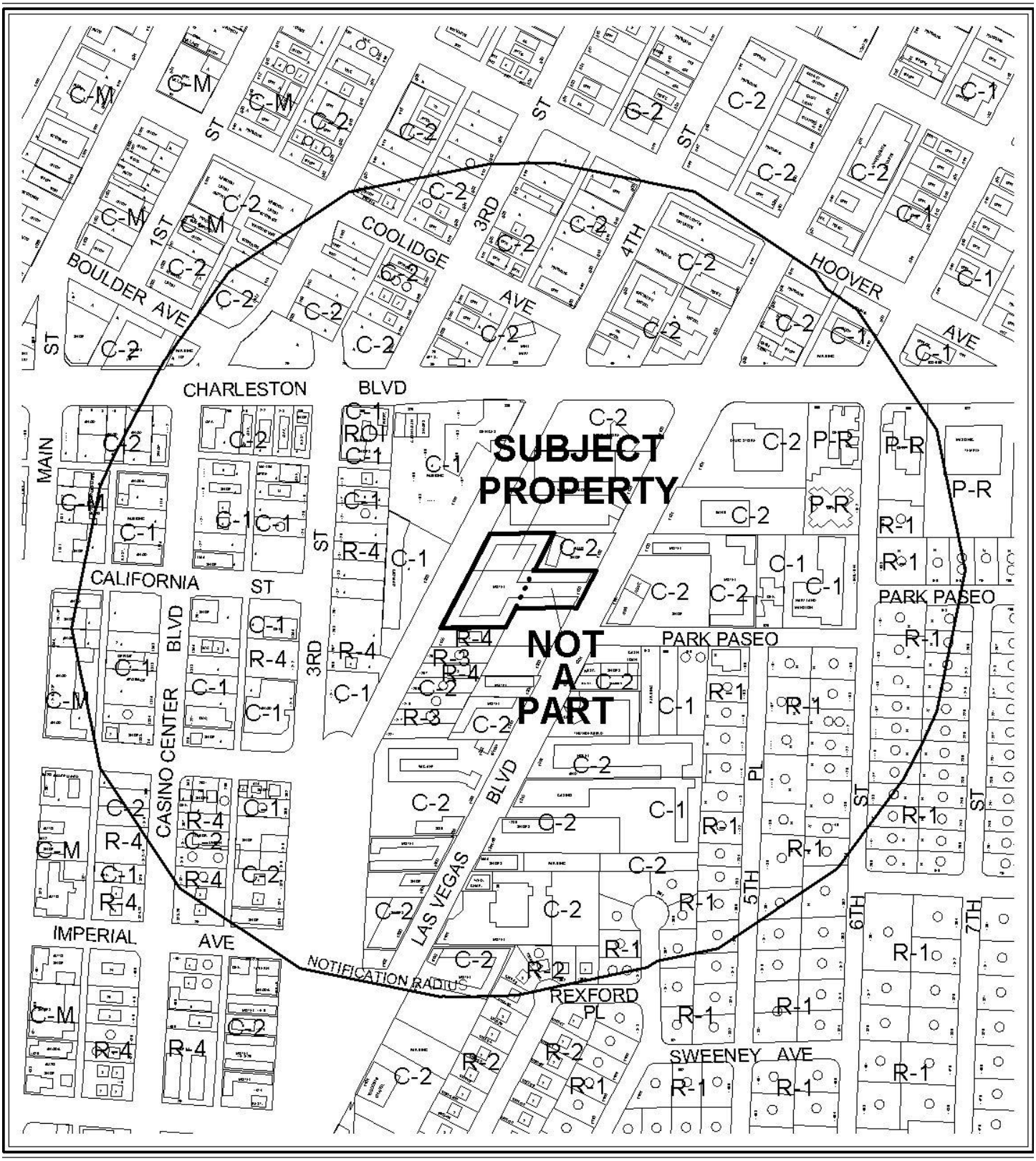
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-35723 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: YSBM INVESTMENT, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) AND C-2 (GENERAL COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 1.40 acres at 1150 South Las Vegas Boulevard (APNs 162-03-112-003 and 004), Ward 3 (Reese). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**10**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-0-1 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 11



0 300 600 Feet

CASE: **ZON-35723**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N

0 300 600 Feet

CASE: **ZON-35723**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-35723 - APPLICANT/OWNER: YSBM INVESTMENT, LLC

** CONDITIONS **

The Planning Commission (4-0-1/rt vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to Rezone the subject parcel from C-1 (Limited Commercial) and C-2 (General Commercial) to C-2 (General Commercial) on 1.40 acres at 1150 South Las Vegas Boulevard. The proposed Rezoning is needed as the subject site is split zoned and the proposed C-2 (General Commercial) district will allow consistency with the existing General Plan designation of C (Commercial); therefore, staff is recommending approval of the subject Rezoning application. If denied, the subject parcel would remain split zoned.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/27/60	The Planning Commission approved a Rezoning (Z-0038-60) from R-3 (Medium Density Residential) to R-4 (High Density Residential) on property legally described as Lot 2, as shown in replat Block (L), Park Place addition of Las Vegas Nevada, generally located on Fourth Street between Fourth Place and Charleston Boulevard.
09/14/61	The Planning Commission approved a Rezoning (Z-0044-61) from R-4 (High Density Residential) to C-1 (Limited Commercial) on property generally located on the west side of 10th Street between Fremont Street and Carson Street.
12/27/94	The Board of Zoning Adjustment approved a Special Use Permit (U-0312-94) to allow four slot machines in an existing 126-room Motel at 1150 South Las Vegas Boulevard.
03/25/97	The Board of Zoning Adjustment denied a Variance (V-0020-97) to allow a sign to project eight feet where six feet is the maximum allowed; and to allow a 44 square-foot sign where 32 square feet is the maximum allowed at 1150 South Las Vegas Boulevard.
04/24/08	A deed was recorded for a change of ownership.
06/18/08	A Code Enforcement citation (#66765) was issued for illegal signage. Code Enforcement closed the case on 06/24/08.
12/08/08	A Code Enforcement citation (#72636) was issued for illegal signage. Code Enforcement closed the case on 12/11/08.
01/21/09	Planning and Development approved a Temporary Sign Permit (TSP-33070) for two, five-foot by 20-foot banners located at the north and south side of 1150 South Las Vegas Boulevard. The permit expired on 03/21/09.
01/28/09	A Code Enforcement citation (#74071) was issued for illegal signage. Code Enforcement closed the case on 01/29/09.

06/01/09	Planning and Development approved a Temporary Sign Permit (TSP-34500) for two, five-foot by 20-foot banners. The two banners were located on the north and south evaluations from June 1, 2009 to July 30, 2009 at 1150 South Las Vegas Boulevard. The permit expired on 07/30/09.
10/08/09	The Planning Commission recommended denial of companion item SUP-35724 concurrently with this application. The Planning Commission voted 4-0-1/rt to recommend APPROVAL (PC Agenda Item #11/bts).
Related Building Permits/Business Licenses	
11/05/92	A Building Permit (#92165960) was issued for a cooling tower at 1150 South Las Vegas Boulevard. The permit was finaled on 11/09/92.
05/06/97	A Building Permit (#97009152) was issued for a sign at 1150 South Las Vegas Boulevard. The permit was finaled on 06/03/97.
01/20/98	A Building Permit (#98000994) was issued for a wall at 1150 South Las Vegas Boulevard. The permit was finaled on 02/11/98.
05/06/08	A Business License (#M06-02118) was issued for Miscellaneous Sales at 1150 South Las Vegas Boulevard. The license remains active at this location.
05/06/08	A Business License (#M08-00087) was issued for a Motel at 1150 South Las Vegas Boulevard. The license remains active at this location.
04/10/09	A Building Permit (#137410) was issued for a tenant improvement at 1150 South Las Vegas Boulevard. The permit has not been finaled.
Pre-Application Meeting	
10/08/09	A pre-application meeting was completed on the indicated date. The following items were discussed at the meeting: • The requirements of a Rezoning application. • The split zoned parcel on the subject site and its incompatibility with the General Plan. • The required Special Use Permit for a Hotel, Residence.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
09/03/09	Staff conducted a field check of the subject site with the following observations: • The existing Motel on the subject site with associated parking.

Details of Application Request	
Site Area	
Net Acres	1.40 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Motel	C (Commercial)	C-1 (Limited Commercial) and C-2 (General Commercial)
North	Auto Repair Garage	C (Commercial)	C-2 (General Commercial)
South	Apartments/Motel	C (Commercial)	C-2 (General Commercial) and R-4 (High Density Residential)
East	Auto Repair Garage/Sexually Oriented Business/Restaurant	C (Commercial)	C-2 (General Commercial)
West	Offices/Parking Lot	C (Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Overlay District – (Las Vegas Boulevard)	X		Y
Live/Work Overlay District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		Y
Trails (Las Vegas Boulevard Scenic Byway Trail)	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a Rezoning request to change the subject site's split zoning designation of C-1 (Limited Commercial) and C-2 (General Commercial) to C-2 (General Commercial). The C-2 (General Commercial) district is designed to provide the broadest scope of compatible services for both the general and traveling public. The category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as Mixed-Use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 (General Commercial) district is also appropriate along commercial corridors.

The C-2 (General Commercial) district is consistent with the existing C (Commercial) General Plan designation, which allows for commercial uses that are normally allowed within the O (Office), SC (Service Commercial) and GC (General Commercial) Master Plan land use categories.

The proposed Rezoning from C-1 (Limited Commercial) and C-2 (General Commercial) to C-2 (General Commercial) would allow for consistency with the C (Commercial) General Plan land use designation. The Rezoning would allow for compatibility with the C-2 (General Commercial) zoning districts to the east and north of the subject site, therefore; staff is recommending approval of the subject Rezoning application.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed Rezoning from C-1 (Limited Commercial) and C-2 (General Commercial) to C-2 (General Commercial) district will allow conformance to the C (Commercial) land use designation.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The C-2 (General Commercial) district is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as Mixed-Use developments. These uses are compatible with adjacent developments in the Downtown Las Vegas area.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The proposed Rezoning is appropriate due to the continuing redevelopment of Downtown Las Vegas area as the regional center for finance, business, governmental services, entertainment recreation and gaming.

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."**

   Access to the site is provided from Las Vegas Boulevard, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. Las Vegas Boulevard is adequate in size for the proposed Hotel, Residence use.

PLANNING COMMISSION ACTION

There were four speakers opposed to this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

ASSEMBLY DISTRICT 9

SENATE DISTRICT 10

NOTICES MAILED 279 by City Clerk

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-35723 APN: 162-03-112-003 162-03-112-004

Name of Property Owner: YSBM Investment LLC

Name of Applicant: Yaakov Shani

Name of Representative: Dennis Rusk

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: SHANI YAAKOV

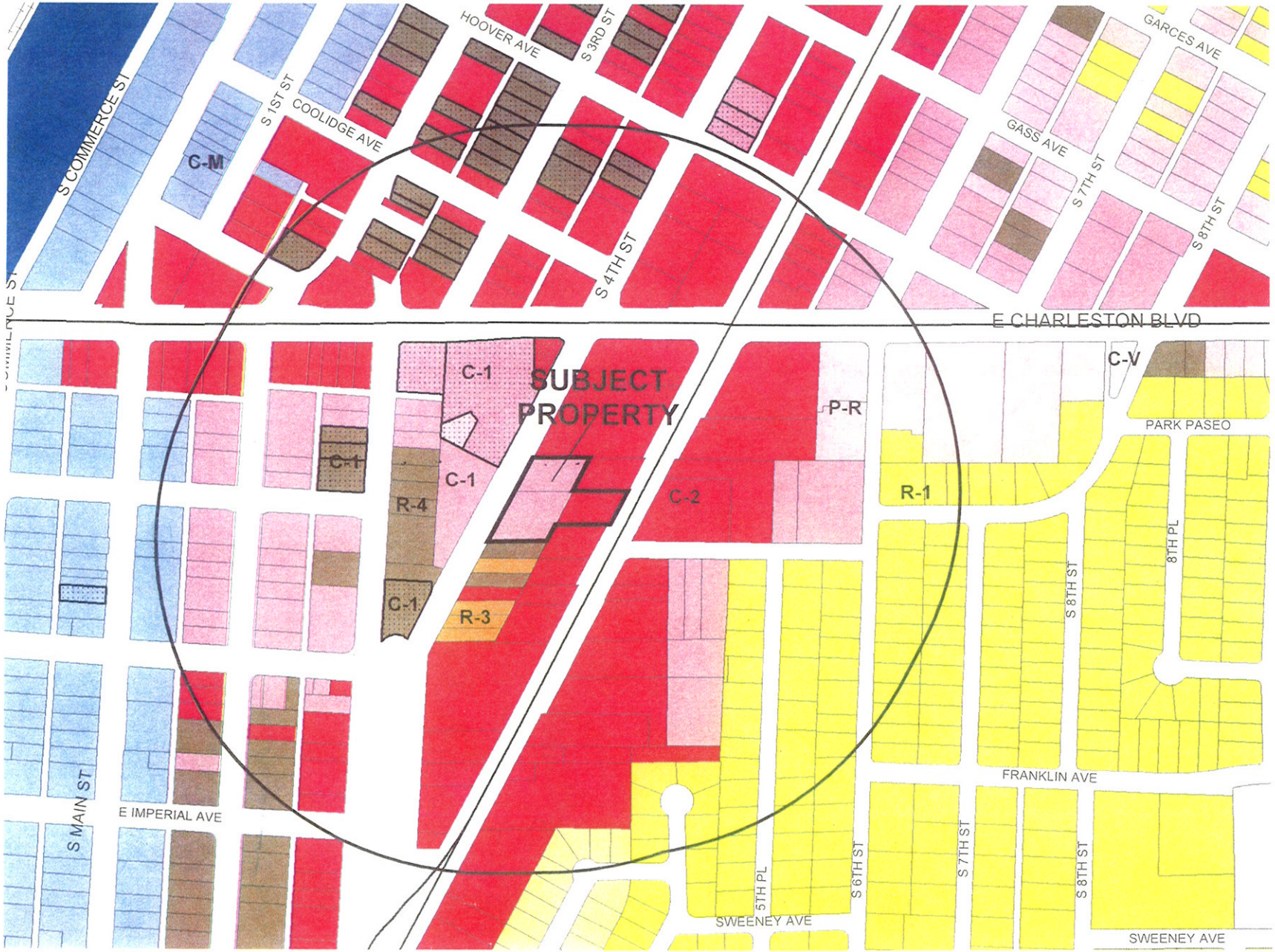
Subscribed and sworn before me

This 24 day of August, 2009

Tabitha Corona

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
TABITHA CORONA
Appt. No. 97-2208-1
My Appt. Expires May 1, 2013



ZON-35723
10/08/09 PC

RECEIVED
AUG 24 2009

ZON-35723 - APPLICANT/OWNER: YSBM INVESTMENT, LLC
1150 SOUTH LAS VEGAS BOULEVARD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

ZON-35723 - APPLICANT/OWNER: YSBM INVESTMENT, LLC
1150 SOUTH LAS VEGAS BOULEVARD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

YSBM INVESTMENT LLC
2330 S HIGHLAND #220
LAS VEGAS, NV 89102
702-471-1118 OFFICE 702-471-1241 FAX

August 24, 2009

Justification Letter

Dear Sirs:

It is our request to consolidate parcel# 162-03-112-003 and parcel# 162-03-112-004 into the one zone specifically to rezone both parcels into C-2.

Thank you,

Yaakov Shani

ZON-35723
10/08/09 PC

RECEIVED
AUG 24 2009

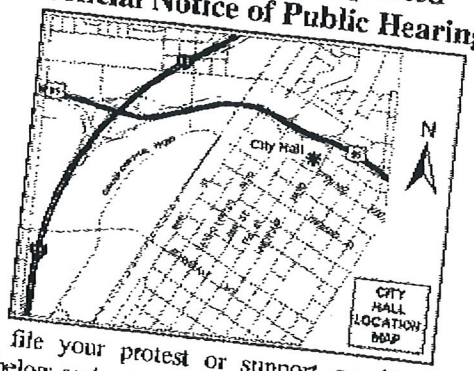
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

09/30/2009 10:29 7026761162

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.

ZON-35723

Planning Commission Meeting of 10/8/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M 0004279218 $ 00.41 SEP 24 2009

MAILED FROM ZIPCODE 8910

RECEIVED
SEP 30 2009

This use brings drug addicts + dealers. We do not need more than we already have!

9/25/09

16203110063
C F HOUSE INC
%C FUNKHOUSER
1228 S CASINO CENTER BLVD
LAS VEGAS NV 89104-1016

Case: ZON-35723

GAUDS11 89104

PAGE 01

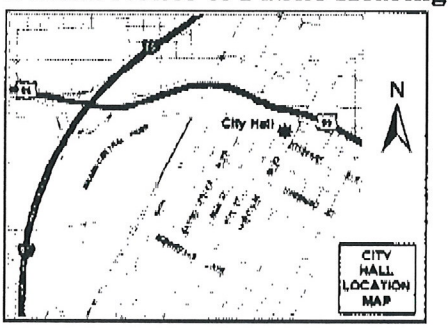
11P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 01 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.

ZON-35723
Planning Commission Meeting of 10/8/2009

Case: ZON-35723
13934411053
HOLMES CHONITA
1379 PARK WEST DR #302
SAN PEDRO CA 90732-0000

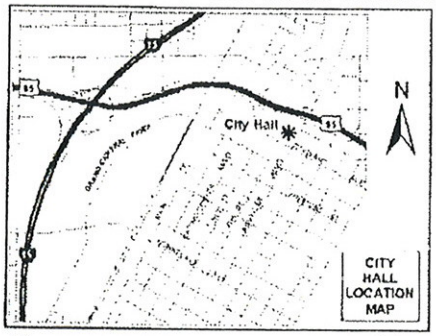
GAVDE11 90732

11P

7033839907

Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 07 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: ZON-35723
13934410046
CORESTONE L L C
107 E CHARLESTON BLVD
LAS VEGAS NV 89104-1060

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-35723

Planning Commission Meeting of 10/8/2009

CAVOS11 89104

The Arts Factory

05:33p

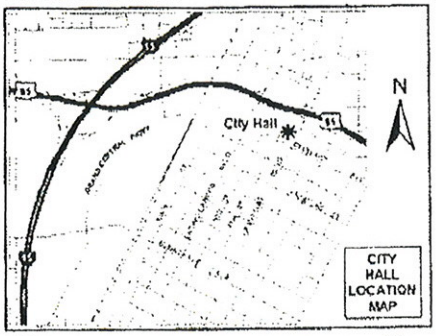
Submitted after final agenda

Date 10/7/09 Item 11P

7033839907

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



RECEIVED
OCT 07 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: ZON-35723

13933811017
ARTS FACTORY L L C
101 E CHARLESTON BLVD
LAS VEGAS NV 89104-1018

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-35723
Planning Commission Meeting of 10/8/2009

The Arts Factory

05:36p

GAV0511 89104

Submitted after final agenda

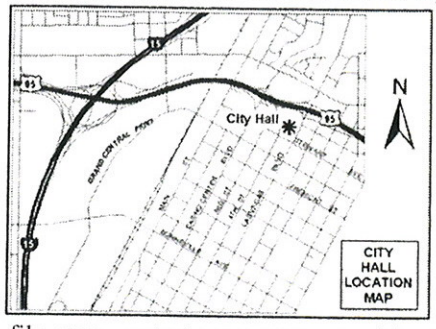
Date 10/7/09 Item 11 P

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 $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 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.

ZON-35723

Planning Commission Meeting of 10/8/2009

Case: ZON-35723
16203113011
FEY CHARLES BRUCE
8798 COLBATH AVE
PANORAMA CITY CA 91402-2634

GAVDS11 91402

Submitted after final agenda

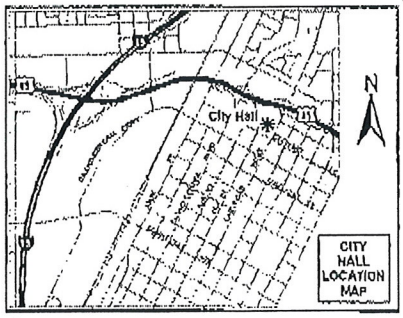
Date 10/5/09 Item 11P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 24 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.

ZON-35723

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 29 2009

2

Case: ZON-35723

13934410099
CAVIGLIA DENNIS G & C M MARTL TR
%D HECKETHORN
4181 SQUAW CREEK CT
LAS VEGAS NV 89120-3872

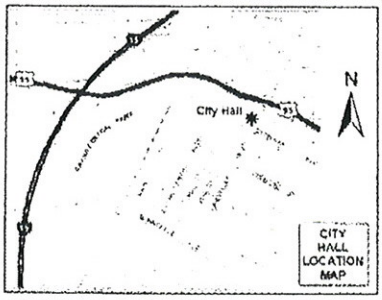
11A

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 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 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.

ZON-35723

Planning Commission Meeting of 10/8/2009

Case: ZON-35723

16203214005
BLOCK BERNICE TRS
1301 S 5TH PL
LAS VEGAS NV 89104-1411

CAVDS11 89104

Submitted after final agenda

Date 10/5/09 Item 11A

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

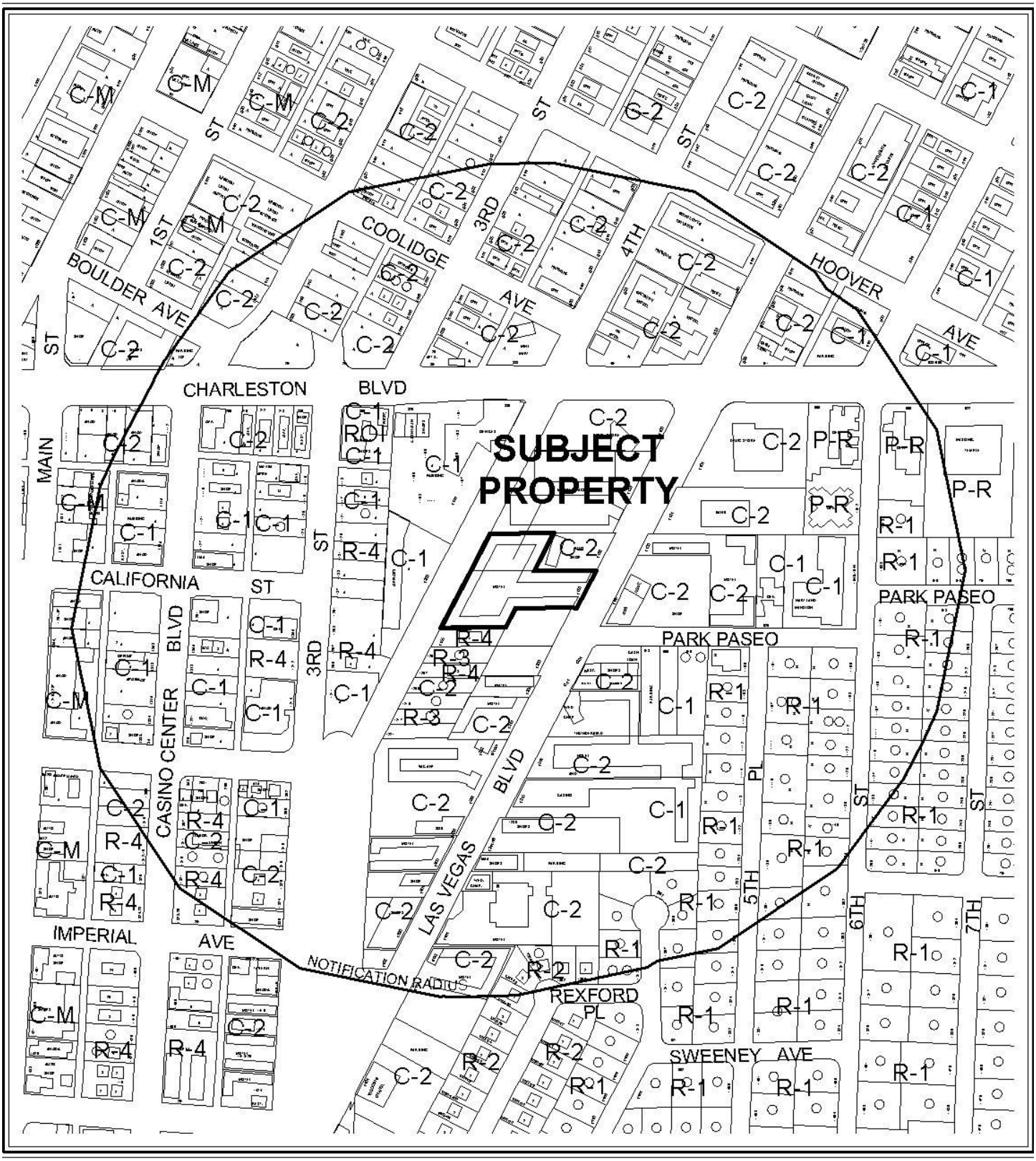
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-35724 - SPECIAL USE PERMIT RELATED TO ZON-35723 - PUBLIC HEARING - APPLICANT/OWNER: YSBM INVESTMENT, LLC - Request for a Special Use Permit FOR A HOTEL, RESIDENCE (EXTENDED STAY) at 1150 South Las Vegas Boulevard (APNs 162-03-112-003 and 004), C-1 (Limited Commercial) and C-2 (General Commercial) Zones [PROPOSED: C-2 (General Commercial)], Ward 3 (Reese). The Planning Commission (3-1-1 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (3-1-1 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. List of Rooms for Monthly Rental
7. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 12



0 300 600 Feet

CASE: **SUP-35724**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N

0 300 600 Feet

CASE: **SUP-35724**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35724 - APPLICANT/OWNER: YSBM INVESTMENT, LLC

** CONDITIONS **

The Planning Commission (3-1/bg-1/rt vote) recommends DENIAL. Staff recommends APPROVAL

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Hotel, Residence use.

2. The applicant shall bring the property into compliance with Title 19 by re-striping the existing parking lot to add four handicapped accessible spaces, with one van accessible space and adding a handicap accessible route as required.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to convert 40 of the existing 120 Motel units into a Hotel, Residence available for extended stays at 1150 South Las Vegas Boulevard. The proposed conversion of the Motel rooms to a Hotel, Residence use has necessitated the need for the subject Special Use Permit request. The proposed use is appropriate for the subject site; therefore, staff is recommending approval of this request. If denied, the proposed Hotel, Residence would not be permitted and the existing Motel would remain in its current condition.

Issues:

- The applicant is converting 40 of the existing 120 Motel rooms into extended stay units, which requires a Special Use Permit for a Hotel, Residence use.
- No Waivers are needed as a part of the subject application.
- Parking requirements are the same for the existing Motel use and the proposed Hotel, Residence use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
09/27/60	The Planning Commission approved a Rezoning (Z-0038-60) from R-3 (Medium Density Residential) to R-4 (High Density Residential) on property legally described as Lot 2, as shown in replat Block (L), Park Place addition of Las Vegas Nevada, generally located on Fourth Street between Fourth Place and Charleston Boulevard.
09/14/61	The Planning Commission approved a Rezoning (Z-0044-61) from R-4 (High Density Residential) to C-1 (Limited Commercial) on property generally located on the west side of 10th Street between Fremont Street and Carson Street.
12/27/94	The Board of Zoning Adjustment approved a Special Use Permit (U-0312-94) to allow four slot machines in an existing 126-room Motel at 1150 South Las Vegas Boulevard.
03/25/97	The Board of Zoning Adjustment denied a Variance (V-0020-97) to allow a sign to project eight feet where six feet is the maximum allowed; and to allow a 44 square-foot sign where 32 square feet is the maximum allowed at 1150 South Las Vegas Boulevard.
04/24/08	A deed was recorded for a change of ownership.
06/18/08	A Code Enforcement citation (#66765) was issued for illegal signage. Code Enforcement closed the case on 06/24/08.

12/08/08	A Code Enforcement citation (#72636) was issued for illegal signage. Code Enforcement closed the case on 12/11/08.
01/21/09	The Planning and Development Department approved a Temporary Sign Permit (TSP-33070) for two, five-foot by 20-foot banners located at the north and south side of 1150 South Las Vegas Boulevard. The permit expired on 03/21/09.
01/28/09	A Code Enforcement citation (#74071) was issued for illegal signage. Code Enforcement closed the case on 01/29/09.
06/01/09	The Planning and Development Department approved a Temporary Sign Permit (TSP-34500) for two, five-foot by 20-foot banners. The two banners were located on the north and south evaluations from June 1, 2009 to July 30, 2009 at 1150 South Las Vegas Boulevard. The permit expired on 07/30/09.
10/08/09	The Planning Commission recommended approval of companion item ZON-35723 concurrently with this application. The Planning Commission voted 3-1/gr-1/rt to recommend DENIAL (PC Agenda Item #12/bts).
Related Building Permits/Business Licenses	
11/05/92	A Building Permit (#92165960) was issued for a cooling tower at 1150 South Las Vegas Boulevard. The permit was finaled on 11/09/92.
05/06/97	A Building Permit (#97009152) was issued for a sign at 1150 South Las Vegas Boulevard. The permit was finaled on 06/03/97.
01/20/98	A Building Permit (#98000994) was issued for a wall at 1150 South Las Vegas Boulevard. The permit was finaled on 02/11/98.
05/06/08	A Business License (#M06-02118) was issued for Miscellaneous Sales at 1150 South Las Vegas Boulevard. The license remains active at this location.
05/06/08	A Business License (#M08-00087) was issued for a Motel at 1150 South Las Vegas Boulevard. The license remains active at this location.
04/10/09	A Building Permit (#137410) was issued for a tenant improvement at 1150 South Las Vegas Boulevard. The permit has not been finaled.
Pre-Application Meeting	
10/08/09	A pre-application meeting was completed on the indicated date. The following items were discussed at the meeting: • The requirements of a Rezoning application. • The split zoned parcel on the subject site and it's incompatibility with the General Plan. • The required Special Use Permit for a Hotel, Residence.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
09/03/09	Staff conducted a field check of the subject site with the following observations: • The existing Motel on the subject site with associated parking.

Details of Application Request	
Site Area	
Net Acres	1.40 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Motel	C (Commercial)	C-1 (Limited Commercial) and C-2 (General Commercial)
North	Auto Repair Garage	C (Commercial)	C-2 (General Commercial)
South	Apartments/Motel	C (Commercial)	C-2 (General Commercial) and R-4 (High Density Residential)
East	Auto Repair Garage/Sexually Oriented Business/Restaurant	C (Commercial)	C-2 (General Commercial)
West	Offices/Parking Lot	C (Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Overlay District	X		Y
Live/Work Overlay District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		Y
Trails (Las Vegas Boulevard Scenic Byway Trail)	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	***Base Parking Requirement***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Motel	80 Units	1 space per guest room	115	5	84	0	N
Hotel, Residence	40 Units						
TOTAL	120 Units		120		84		

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. The subject site contains a total of 84 parking spaces. A total of 120 parking spaces are required pursuant to Title 19.04. A condition of approval has been added to require a total of four handicapped parking spaces to be added to the subject site, including one van accessible handicapped space and an A.D.A accessible route.

ANALYSIS

The applicant is proposing to convert 40 of the 120 existing Motel units for use as a Hotel, Residence at 1150 South Las Vegas Boulevard. The conversion of the units has necessitated the need for the subject Special Use Permit. The conversion of the 40 units will not increase current parking requirements. The parking requirements for the existing Motel use and the proposed Hotel, Residence use are identical. The proposed Hotel, Residence use is compatible with existing and surrounding land uses; therefore, approval of the subject Special Use Permit is recommended.

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 conversion of 40 existing units to extended stay for a Hotel, Residence use is compatible with the C (Commercial) land use designation and surrounding uses in the area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is an existing Motel, and is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is provided from Las Vegas Boulevard, which is a 100-foot Primary Arterial, as indicated on the Master Plan of Streets and Highways. Las Vegas Boulevard is adequate to accommodate the traffic generated by the proposed conversion of 40 units to a Hotel, Residence use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this Special Use Permit will not compromise the public health, safety, or welfare as the proposed Hotel, Residence will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Hotel, Residence use meets all requirements pursuant to Title 19.04.

PLANNING COMMISSION ACTION

There were four speakers opposed to this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

ASSEMBLY DISTRICT 9

SENATE DISTRICT 10

NOTICES MAILED 279 by City Clerk

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SVP-35724 APN: 162-03-112-003 162-03-112-004

Name of Property Owner: YSBM Investment LLC

Name of Applicant: Yaakov Shani

Name of Representative: Dennis Rusk

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: Yaakov Shani

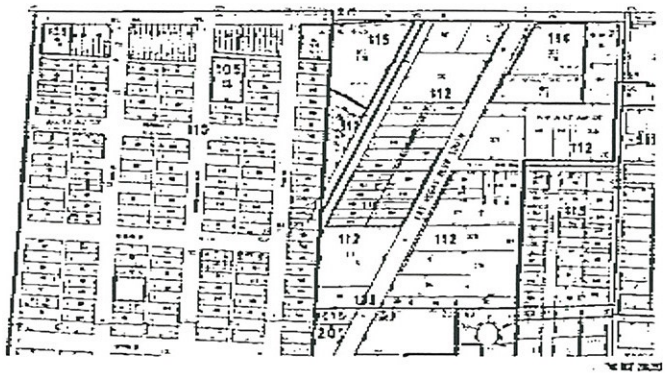
Subscribed and sworn before me

This 24th day of August, 2009

Tabitha Corona

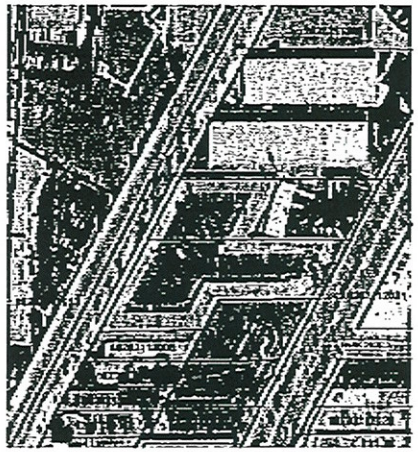
Notary Public in and for said County and State

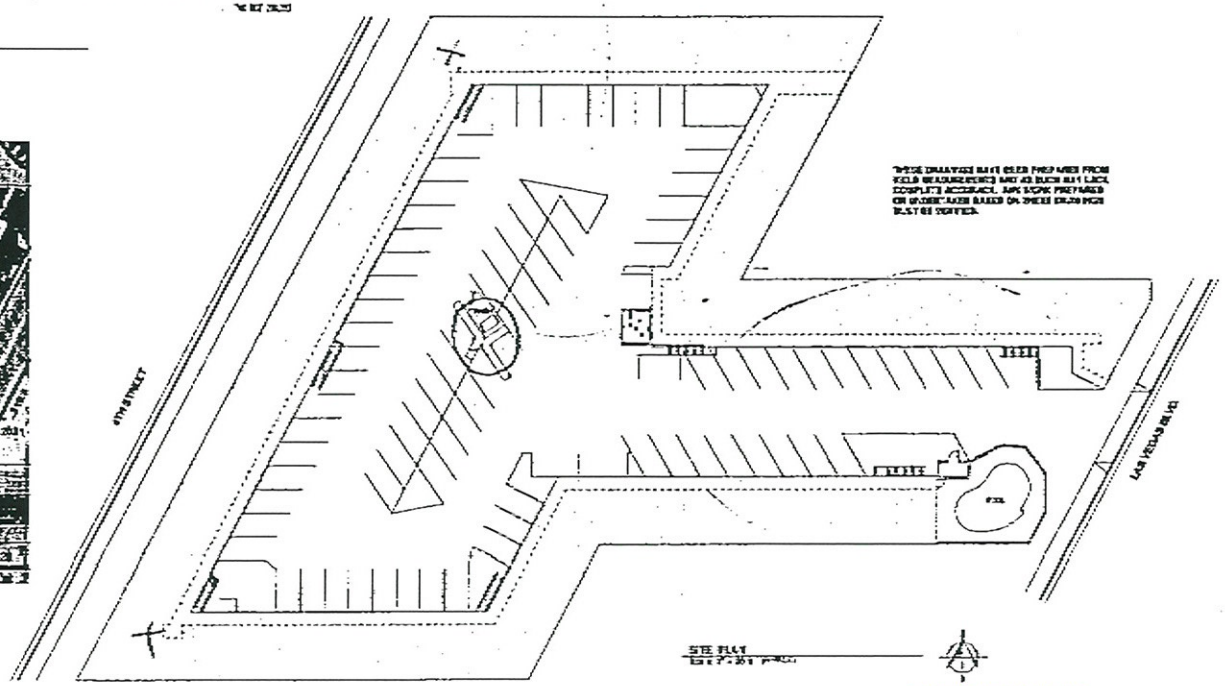
NOTARY PUBLIC
STATE OF NEVADA
County of Clark
TABITHA CORONA
Appt. No. 97-2205-1
My Appt. Expires May 1, 2013



Econo Lodge

1150 S. Las Vegas Blvd
Las Vegas, Nevada 89104



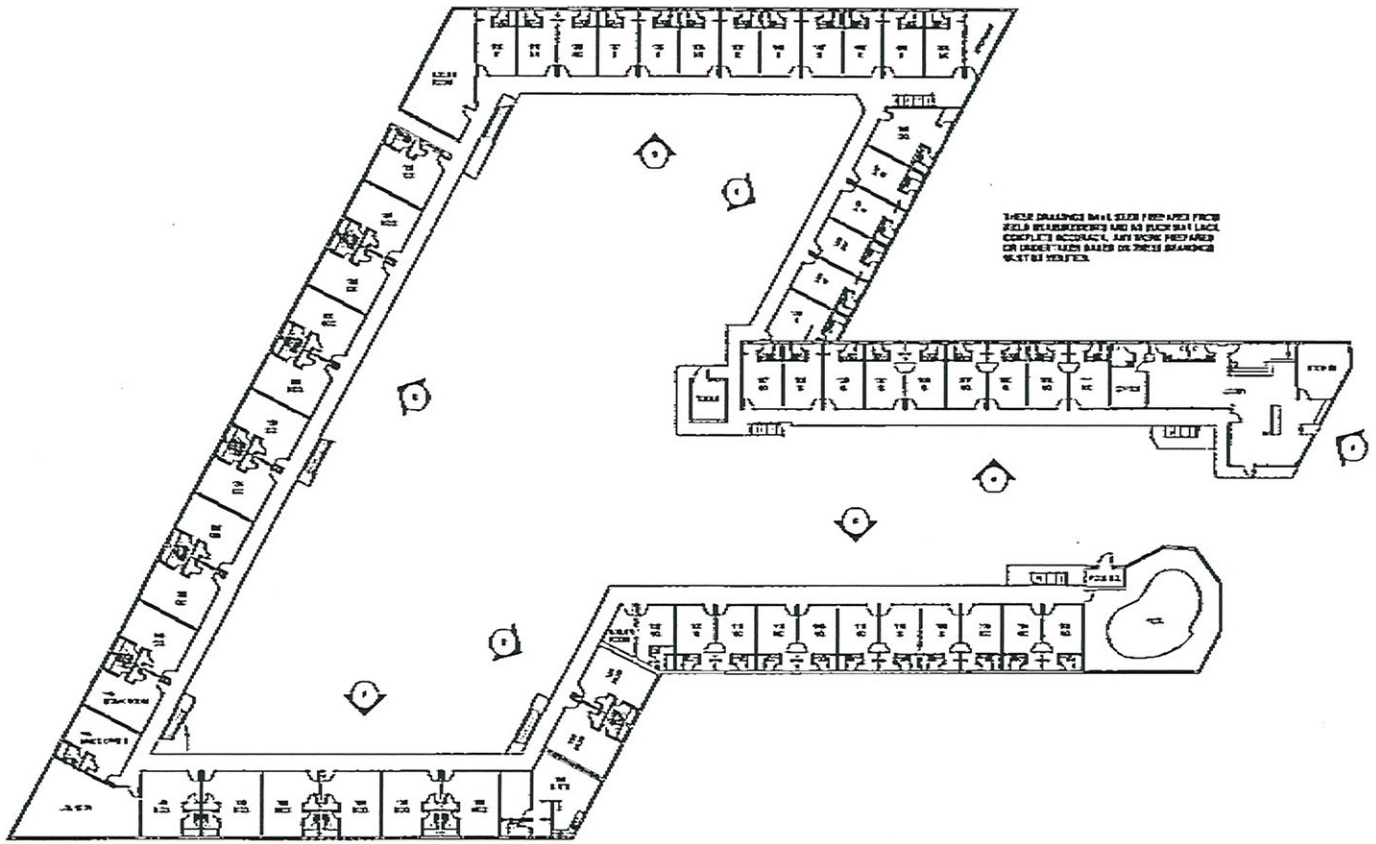


RECEIVED
AUG 24 2009

SUP-35724
10/08/09 PC

Econo Lodge
1150 S. Las Vegas Blvd
Las Vegas, Nevada 89104

YOGIM INVESTMENT LLC

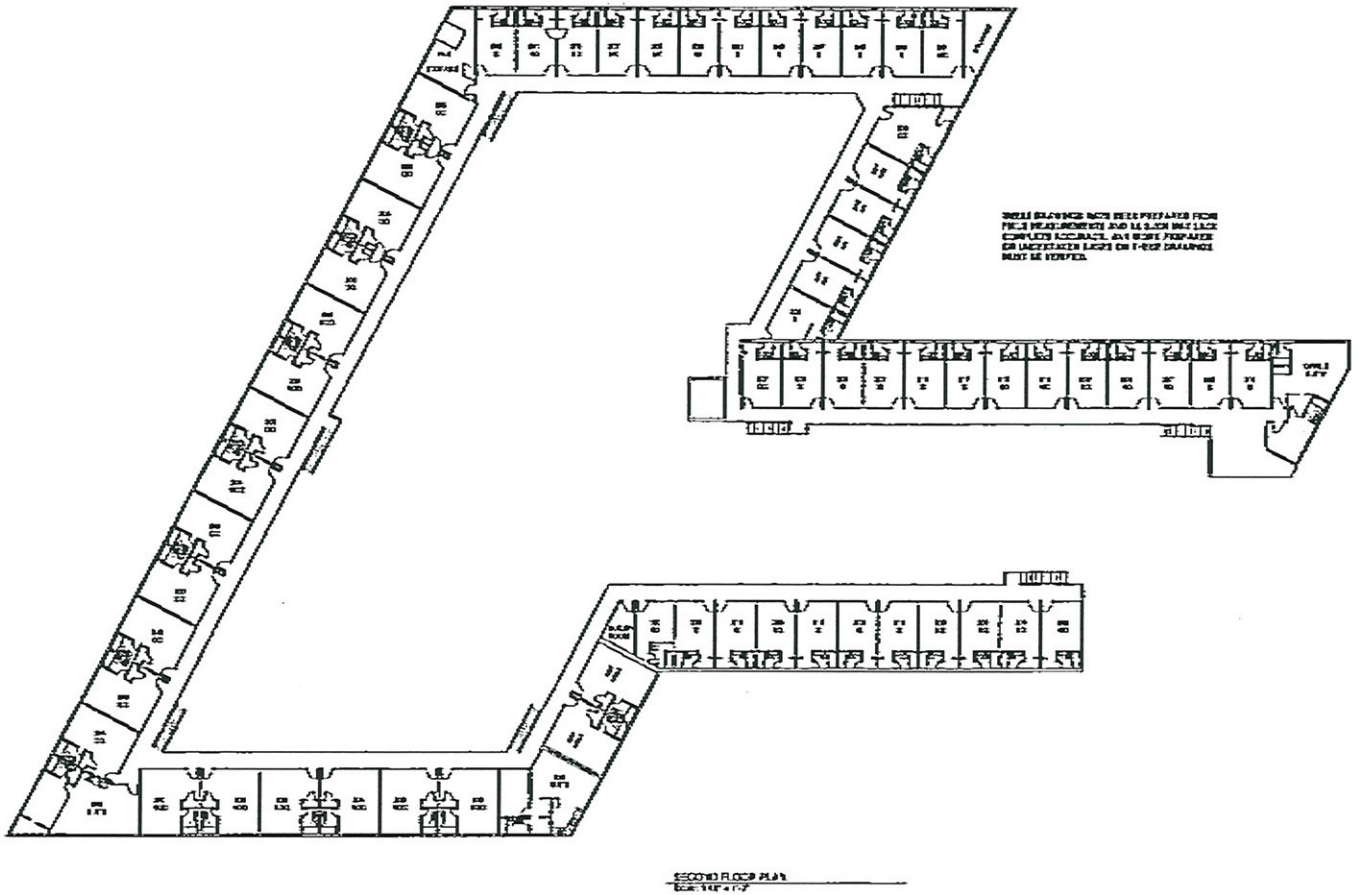


FIRST FLOOR PLAN

RECEIVED

AUG 24 2009

SUP-35724
10/08/09 PC

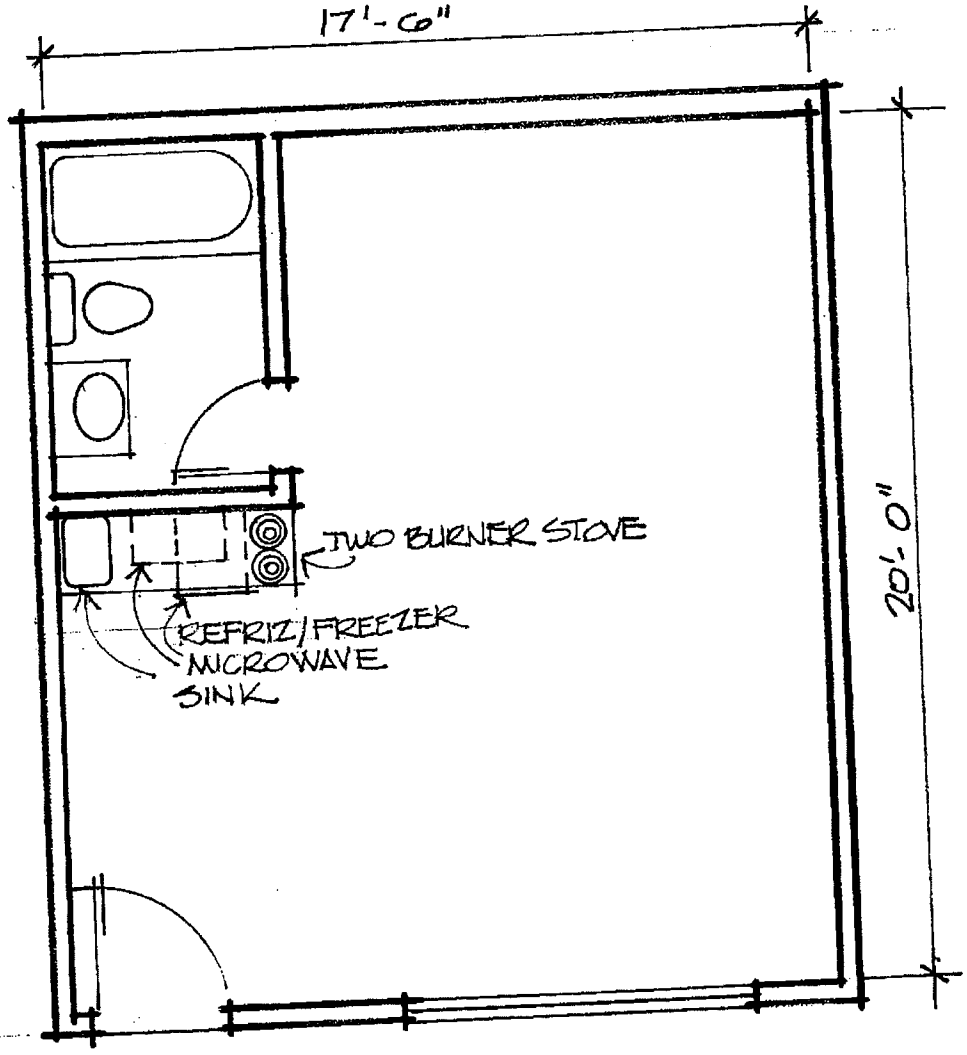


SUP-35724
10/08/09 PC

RECEIVED
AUG 24 2009

ECONO LODGE
1150 S. LAS VEGAS BLVD

RECEIVED
SEP 22 2009



KITCHENETTE PLAN

1/4" = 1'-0"

SUP-35724
REVISED
10/08/09 PC

SUP-35724 - APPLICANT/OWNER: YSBM INVESTMENT, LLC
1150 SOUTH LAS VEGAS BOULEVARD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SUP-35724 - APPLICANT/OWNER: YSBM INVESTMENT, LLC
1150 SOUTH LAS VEGAS BOULEVARD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

RECEIVED
AUG 24 2009

SUP-35724
10/08/09 PC

MEMORANDUM

DENNIS E. RUSK ARCHITECT, LLC
3530 WEST TORINO AVE
LAS VEGAS, NEVADA 89139
PH. 702-373-7983
FAX 702-269-1992

Date: August 24, 2009

To: City of Las Vegas Planning and Zoning

From: Dennis E. Rusk Architect

Ref: Econo Lodge 1150 Las Vegas Blvd.
Monthly rentals

Dear Sirs,

The owners of the Econo Lodge desire to convert 40 of the motel units into a monthly rental for a two year period. Four of the existing units have kitchenettes and the additional 36 units will be provided with two burner cook-top, freezer/refrigerator and microwave kitchenettes. This use will not impact parking and the streetscape landscaping has been up-graded to current downtown standards.

The economy has severely impacted the tourism industry of Las Vegas and motels without gaming cannot compete. The temporary use may allow the owners to stay operational until better times return.

Sincerely,

Dennis E. Rusk, Architect

SUP-35724
10/08/09 PC

RECEIVED
AUG 24 2009

LIST OF ROOMS FOR MONTHLY RENTAL

RM #	DESCRIPTION	RM #	DESCRIPTION
104	Non-Smoking Queen	211	Non-Smoking Queen
106	Non-Smoking Queen	212	Smoking Queen
108	Smoking Queen	213	Non-Smoking Queen
110	Smoking Queen	214	Smoking Queen
112	Non-Smoking Queen	215	Non-Smoking Queen
116	Non-Smoking Queen	216	Non-Smoking Queen
118	Non-Smoking Queen	217	Smoking Queen
120	Smoking Queen	219	Smoking Queen
122	Non-Smoking Queen	220	Smoking Queen
128	One Bedroom Suite w/ Kitchen & Ref	221	Smoking Queen
137	Smoking Queen	223	Smoking Queen
159	Non-Smoking Queen	228	One Bedroom Suite w/ Kitchen & Ref
202	Non-Smoking Queen	231	Non-Smoking Queen
203	Smoking Queen	235	Non-Smoking Queen
204	Non-Smoking Queen	237	Non-Smoking Queen
205	Smoking Queen	242	One Bedroom Suite w/ Kitchen & Ref
206	Non-Smoking Queen	243	Smoking Queen
207	Non-Smoking Queen	245	Smoking Queen
208	Non-Smoking Queen	247	Smoking Queen
209	Non-Smoking Queen	249	Smoking Queen

SUP-35724
10/08/09 PC

RECEIVED
AUG 24 2009

LIST OF ROOMS FOR MONTHLY RENTAL

RM #	DESCRIPTION	RM #	DESCRIPTION
104	Non-Smoking Queen	211	Non-Smoking Queen
106	Non-Smoking Queen	212	Smoking Queen
108	Smoking Queen	213	Non-Smoking Queen
110	Smoking Queen	214	Smoking Queen
112	Non-Smoking Queen	215	Non-Smoking Queen
116	Non-Smoking Queen	216	Non-Smoking Queen
118	Non-Smoking Queen	217	Smoking Queen
120	Smoking Queen	219	Smoking Queen
122	Non-Smoking Queen	220	Smoking Queen
128	One Bedroom Suite w/ Kitchen & Ref	221	Smoking Queen
137	Smoking Queen	223	Smoking Queen
159	Non-Smoking Queen	228	One Bedroom Suite w/ Kitchen & Ref
202	Non-Smoking Queen	231	Non-Smoking Queen
203	Smoking Queen	235	Non-Smoking Queen
204	Non-Smoking Queen	237	Non-Smoking Queen
205	Smoking Queen	242	One Bedroom Suite w/ Kitchen & Ref
206	Non-Smoking Queen	243	Smoking Queen
207	Non-Smoking Queen	245	Smoking Queen
208	Non-Smoking Queen	247	Smoking Queen
209	Non-Smoking Queen	249	Smoking Queen

SUP-35724
10/08/09 PC

RECEIVED
AUG 24 2009

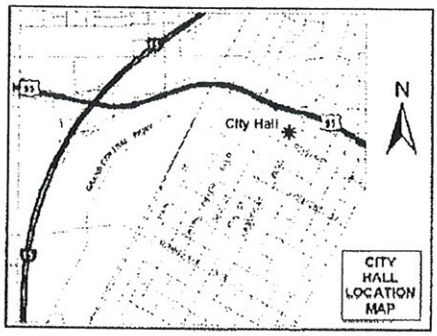
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

7033839907

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-35724

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 07 2009

Case: SUP-35724

13933811017
ARTS FACTORY L L C
101 E CHARLESTON BLVD
LAS VEGAS NV 89104-1018

The Arts Factory

05:34p

GAVDS11 89104

Submitted after final agenda

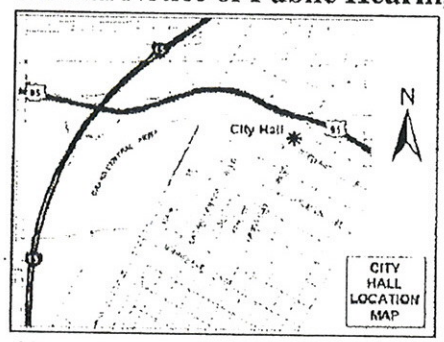
Date 10/7/09 Item 12P

7033839907

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-35724

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 07 2009

Case: S

13934410046
CORESTONE L L C
107 E CHARLESTON BLVD
LAS VEGAS NV 89104-1060

Submitted after final agenda

Date 10/7/09 Item 12P

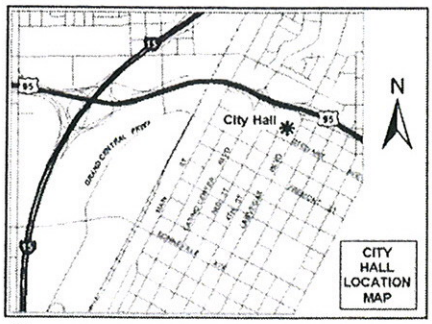
The Arts Factory
05:32p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35724

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: SUP-35724
16203511003
PALENCAR MIA R REV TR AGMT
177-F RIVERSIDE AVE #924
NEWPORT BEACH CA 92663-4009

GAVOS11 92663

Submitted after final agenda

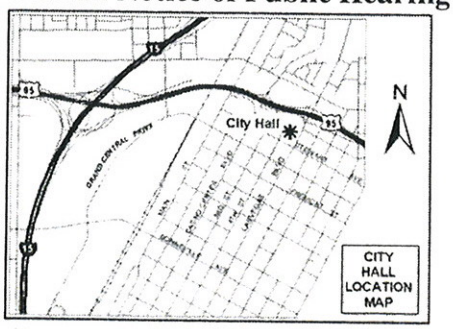
Date 10/5/09 Item 12P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 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.

SUP-35724

Planning Commission Meeting of 10/8/2009

Case: SUP-35724
16203113011
FEY CHARLES BRUCE
8798 COLBATH AVE
PANORAMA CITY CA 91402-2634

GAVDS11 91402

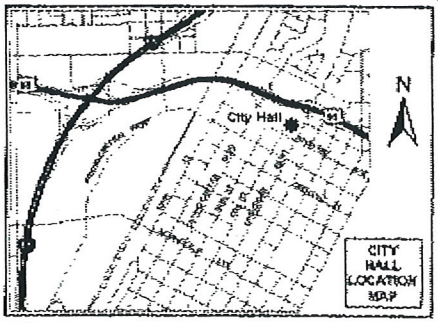
Submitted after final agenda

Date 10/5/09 Item 12P

PAGE 02

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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-35724

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 30 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004278218 SEP 24 2009
MAILED FROM ZIPCODE 89101

This use typically brings drug addicts + dealers. We do not need more than we already have
9/25/09

Case: SUP-35724

16203110063
C F HOUSE INC
%C FUNKHOUSER
1228 S CASINO CENTER BLVD
LAS VEGAS NV 89104-1016

GAVDSLL A9104

12P

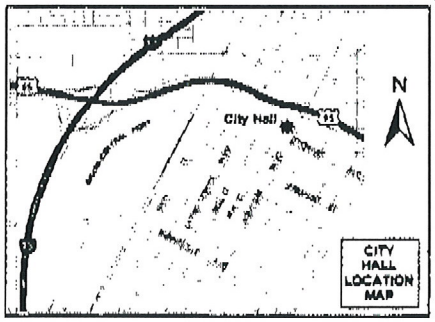
09/30/2009 10:29 7025751162

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 SEP 24 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-35724

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 01 2009

Case: SUP-35724

13934411053
HOLMES CHONITA
1379 PARK WEST DR #302
SAN PEDRO CA 90732-0000

12P

GAV0511 90732

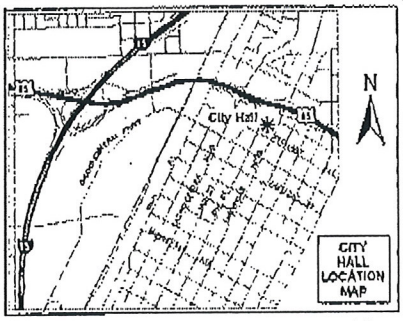
SEP-30-2009 23:17 FROM:L1 3103777425 TO:17023857268 P.1/1

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 SEP 24 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-35724

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 29 2009

Case: SUP-35724

13934410099
CAVIGLIA DENNIS G & C M MARTL TR
%D HECKETHORN
4181 SQUAW CREEK CT
LAS VEGAS NV 89120-3872

CAVIGS11 89120

12A

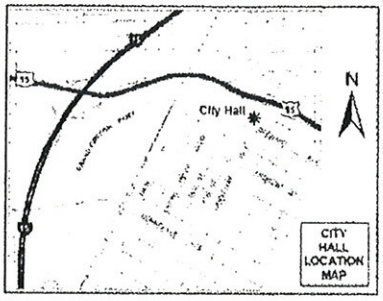
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41[4]
0004279216 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35724

Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: SUP-35724

16203214005
BLOCK BERNICE TRS
1301 S 5TH PL
LAS VEGAS NV 89104-1411

GAVDS11 89104

Submitted after final agenda

Date 10/5/09 Item 12A

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

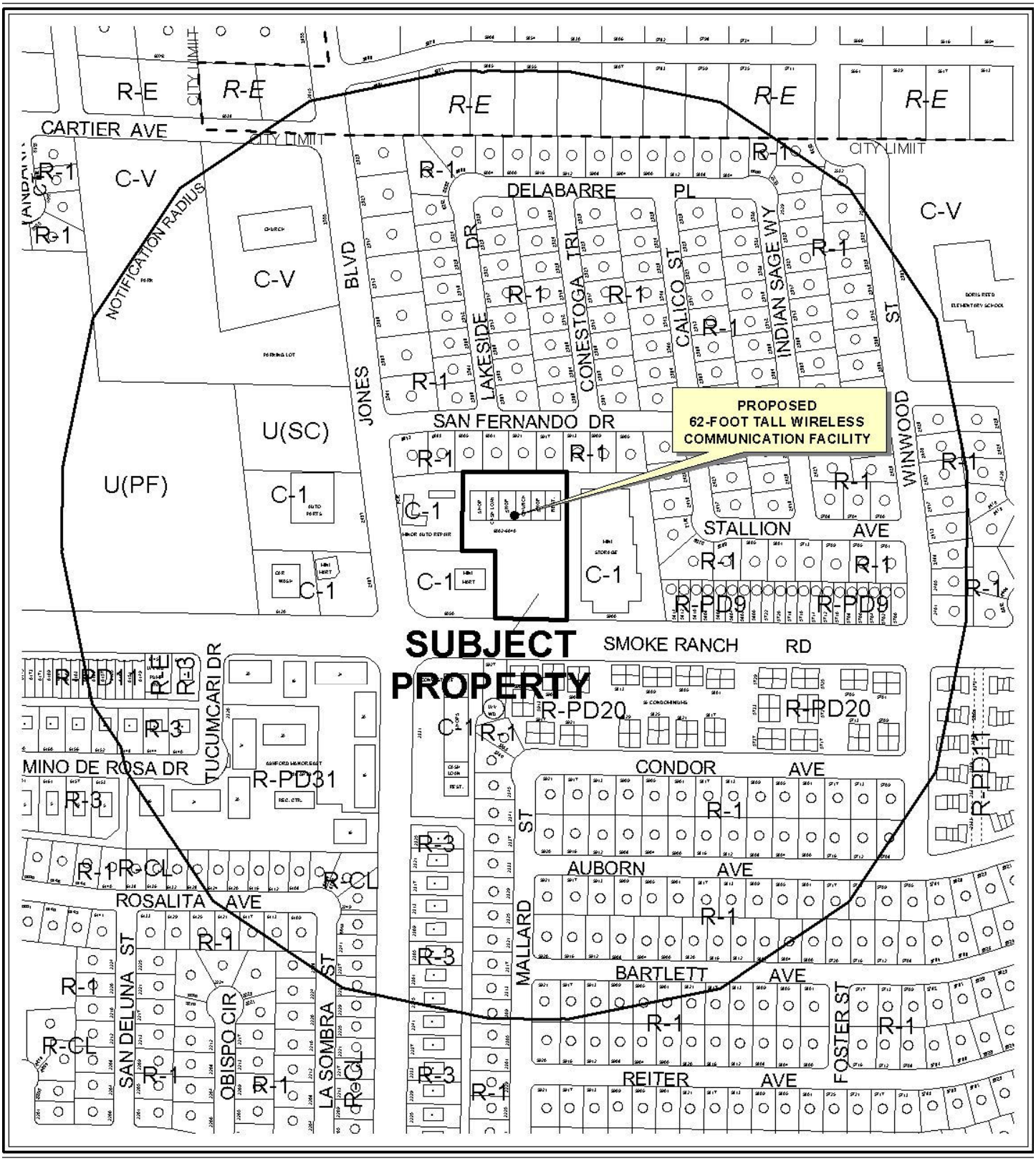
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-35746 - VARIANCE - PUBLIC HEARING - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CENTER EQUITY PARTNERS, LLC - Request for a Variance TO ALLOW A 112-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 185 FEET FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (BUILDING FEATURE EXTENSION) at 6000 Smoke Ranch Road (APN 138-13-401-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 15



0 300 600 Feet

CASE: **VAR-35746**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

0 300 600 Feet

CASE: **VAR-35746**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-35746 - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CTR EQUITY PARTNERS

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-35744) 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 112-foot setback where Residential Adjacency Standards require 185 feet for a proposed Wireless Communication Facility, Stealth Design (Building Feature Extension) at 6000 Smoke Ranch Road. In addition to this application, the applicant has submitted a Special Use Permit (SUP-35744) for a proposed 62-foot tall Wireless Communication Facility, Stealth Design (Building Feature Extension) on the subject property. The proposed Wireless Communication Facility will be located within the center cupola of the existing structure at the subject site. The proposed design will provide for the relocation of the existing communication antennas from their current exposed location to a more concealed "flush mounted" design reducing their profile. If this application is denied, the proposed Wireless Communications Facility will have to be redesigned or relocated to comply with Title 19.

ISSUES

- The placement of this proposed tower will not negatively affect the visual impact on the existing single-family homes to the north, as it will be concealed as part of the existing building. The subject property is suitable for the proposed use; therefore, staff recommends approval of the request.
- Approval of this Variance request is required to approve an associated request for a Special Use Permit (SUP-35744).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/05/63	The Planning Commission approved an Annexation (A-0005-63) of property located on the northwest corner of Smoke Ranch Road and Michael Way.
06/23/77	The Board of Zoning Adjustment denied a Rezoning (Z-0007-77) from R-1 (Single Family Residence) to C-2 (General Commercial on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard.
04/18/79	The City Council approved a Rezoning (Z-0023-79) from: R-1 (Single Family Residential) to: C-1 (Limited Commercial) on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard. The Planning Commission recommended approved the request. However, the City Council Denied an Extension of Time for this application on 06/06/84. The Planning Commission recommended approval of the request.
09/02/87	The City Council approved a Rezoning (Z-0068-87) from: R-1 (Single Family Residential) to: C-1 (Limited Commercial) on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard. The Planning Commission recommended approval of the request.
02/01/05	A deed was recorded for a change of ownership.

11/28/05	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-19827) to allow a proposed 53-foot Wireless Communication Facility, Flagpole/Monopole at 6000 Smoke Ranch Road.
04/30/07	A Code Enforcement citation (#52731) was issued for illegal signage at 6002 Smoke Ranch Road. Code Enforcement closed the case on 05/08/07.
06/13/08	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-28092) to allow the placement of three roof-mounted antennas at a height of 42 feet to an existing commercial building on 1.83 acres located at 6000 Smoke Ranch Road.
08/20/08	The Planning and Development Department denied a Minor Site Development Plan Review (SDR-28845) for a proposed 80-foot tall Wireless Communication Facility, Stealth design (Monopine) at 6000 Smoke Ranch Road.
11/05/08	A Code Enforcement citation (#71417) was issued for graffiti on a Flagpole at 6000 Smoke Ranch Road. Code Enforcement closed the case on 02/25/09.
11/20/08	The Planning Commission denied a Special Use Permit (SUP-30343) for a proposed 70-foot tall Wireless Communication Facility, Stealth design (Monopine) at 6000 Smoke Ranch Road. Staff recommended denial of the request.
05/29/09	The Planning and Development Department denied a Minor Site Development Plan Review (SDR-34405) for a 20-foot tall cupola extension to an existing building for a Wireless Communication Facility, Stealth Design located at 6000 Smoke Ranch Road.
06/12/09	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-34438) for the co-location of three (3) antennas and three (3) microwave dish antennas at the 37-foot, 5-inch centerline inside of an existing 53-foot tall Wireless Communication Facility, Stealth Design (Flag Pole) located at 6002 Smoke Ranch Road.
10/08/09	The Planning Commission recommended approval of companion item SUP-35744 concurrently with this application. The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #15/jb).
Related Building Permits/Business Licenses	
12/08/05	A Building Permit (#5008550) was issued for a flagpole antenna at 6002 Smoke Ranch Road. The building permit expired on 01/20/07.
02/08/06	A Building Permit (#59313) was issued for a wall enclosure for a cellular facility at 6002 Smoke Ranch Road. The building permit was finalized on 08/14/08.
07/10/08	A Building Permit (#119716) was issued for a rooftop cellular facility at 6000 Smoke Ranch Road. The building permit has not received a final inspection.
06/24/09	A Building Permit (#142164) was issued for a collocation of antennas on an existing cellular facility at 6002 Smoke Ranch Road. The building permit has not received a final inspection.

Pre-Application Meeting	
07/22/09	A pre-application meeting was held where the submittal requirements for Variance regarding Residential Adjacency for a Wireless Communication Facility, Stealth (Building Feature Extension) Design were discussed, including Special Use Permit submittal requirements.
Neighborhood Meeting	
A neighborhood meeting is not required nor was one held.	
Field Check	
09/03/09	A field check was conducted by staff. A well maintained retail development was observed.

Details of Application Request	
Site Area	
Net Acres	1.83 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Multi-Tenant Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
South	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
	Multi-Family Residential	PF (Public Facilities)	C-V (Civic)
	Las Vegas Valley Water District	M (Medium Density Residential)	R-PD20 (Residential Planned Development – 20 Units per Acre)
East	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
West	Convenience Store and Auto Repair Garage	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 – (70 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.060, the following parking standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope • North	185 Feet	112 Feet	N

ANALYSIS

The applicant is requesting a Variance to allow a 112-foot setback where Residential Adjacency Standards require 185 feet for a proposed Wireless Communication Facility, Stealth Design (Building Feature Extension) at 6000 Smoke Ranch Road. The applicant proposes to extend the existing front and center cupola on the building by 20 feet, bringing the total height of the structure to 61' 6". Currently, there are three communication antennas located on the rooftop of the building. The proposed design will provide for the relocation of the existing communication antennas from their current exposed location to a more concealed "flush mounted" design, reducing their profile.

The proposed Wireless Communication Facility will be approximately 112-feet from the residential properties to the north, which does not meet the minimum Residential Adjacency Setback requirement of 185 feet; however, the proposed use can be conducted in a manner that is harmonious with the existing and future surrounding land uses. The subject site is oddly shaped, with the existing building located on the wider section of the lot to the north, nearest to the residential development, it meets the Title 19.18.070L provision for granting of the request; therefore, staff recommends approval of this request.

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."

The proposed wireless communications facilities stealth design will be incorporated into the existing structure in a way that will not adversely impact visibility from the subject site or surrounding properties. Staff is recommending approval of this request as the site is oddly shaped, with the existing building located on the wider section of the lot to the north, nearest to the residential development, and meets the Title 19.18.070L provision for granting of the request

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 1

SENATE DISTRICT 3

NOTICES MAILED 441 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-35746** APN: 138-13-401-003

Name of Property Owner: Smoke Ranch CTR Equity PTNS, LLC

Name of Applicant: AT+T mobility

Name of Representative: John Wright, Black + Veatch.

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: Darius Mahsouli

Print Name: DARIUS MOHSOULI

Subscribed and sworn before me

This _____day of _____, 20__ See attached for Notary

_____

Notary Public in and for said County and State

Jurat

State of California

County of Santa Cruz

Subscribed and sworn to (or affirmed) before me on this 3rd day of August, 2009 by Darius Mohsenin,

proved to me on the basis of satisfactory evidence to be the ~~person~~(s) who appeared before me.

Signature _____ (Notary seal)

SHIVA HATAMIPOUR
Commission # 1786751
Notary Public - California
Santa Cruz County
My Comm. Expires Dec 24, 2011

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

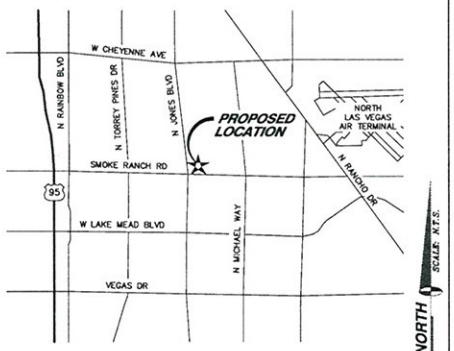
USID NO: 100846
SMOKE RANCH AND JONES
LSVGNVL680

6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

THE PROPOSED PROJECT INCLUDES:

- INSTALLATION OF PANEL ANTENNAS AT A 54'-6" CENTERLINE MOUNTED INSIDE OF A NEW STEALTH STRUCTURE EXTENSION
- INSTALLATION OF A 20' STRUCTURE EXTENSION THAT IS TO BE PAINTED TO MATCH EXISTING BUILDING
- EXISTING ANTENNAS TO BE RELOCATED WITHIN THE NEW STEALTH STRUCTURE EXTENSION AT THE EXISTING CENTERLINE
- INSTALLATION OF INDOOR EQUIPMENT CABINET WITHIN AN EXISTING ROOM
- INSTALLATION OF ONE GPS ANTENNA
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS
- NEW TELEPHONE CONDUIT RUN TO CABINETS
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/LESSEE
at&t
3763 HOWARD HUGHES PARKWAY, SUITE 200
LAS VEGAS, NEVADA 89109

CONTACT: JON VANDERZEE
PHONE: (702) 241-6091

LANDLORD INFORMATION
TOWER OWNER: SMOKE RANCH CTR EQUITY PTNRS LLC
390 6TH AVENUE
SANTA CRUZ, CALIFORNIA 95062-4660

CONTACT: LISA HANGER
PHONE: (702) 388-1800

PROPERTY INFORMATION
OWNER: SMOKE RANCH CTR EQUITY PTNRS LLC
390 6TH AVENUE
SANTA CRUZ, CALIFORNIA 95062-4660

AREA OF CONSTRUCTION: 154± SQ. FT.
OCCUPANCY TYPE: S-2
CONSTRUCTION TYPE: V-B
CURRENT CONSTRUCTION: LIMITED COMMERCIAL DISTRICT (C-1)
JURISDICTION: CITY OF LAS VEGAS
APN: 138-13-401-003
HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT INFORMATION
EQUIPMENT LOCATION: ☐ OUTDOOR ■ INDOOR
EQUIPMENT SHELTER: ☐ YES ■ NO
ANTENNA LOCATION:
☐ NEW MONOPOLE
☐ SELF SUPPORT TOWER
☐ EXISTING MONOPOLE
☐ ROOF TOP
☐ EXISTING TOWER
■ OTHER: NEW STRUCTURE EXTENSION

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE 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.

1. INTERNATIONAL BUILDING CODE 2006 W/STATE AMENDMENTS
2. UNIFORM MECHANICAL CODE 2006
3. ANSI/EIA-222-F LIFE SAFETY CODE
4. UNIFORM PLUMBING CODE 2006
5. NATIONAL ELECTRIC CODE 2005
6. LOCAL BUILDING CODE(S)
7. CITY AND/OR COUNTY ORDINANCES
8. UNIFORM FIRE CODE 2003

CODE COMPLIANCE

CIVIL ENGINEER
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER, PE
PHONE: (702) 367-7705
FAX: (702) 367-8733

STRUCTURAL ENGINEER:
T.B.D.

ELECTRICAL ENGINEER:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
RICHARD TOMASELLO
PHONE: (702) 363-9530

SURVEYOR:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER, PE
PHONE: (702) 367-7705
FAX: (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	2
A1	SITE PLAN	2
A2	ENLARGED SITE PLAN	2
A3	SITE DETAIL, ANTENNA AND CABLE SCHEDULE AND ANTENNA LAYOUT	2
A4	EXISTING AND PROPOSED SOUTH ELEVATIONS	2
A5	EXISTING AND PROPOSED EAST ELEVATIONS	2

ISSUED FOR: ZONING

SHEET INDEX

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		
SITE ACQUISITION		

RECEIVED
AUG 25 2009

APPROVAL LIST

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE: 07/16/09

ISSUED FOR: ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE: TITLE SHEET

SHEET NUMBER: T1 REVISION: 2

LSVGNVL680

VAR-35746
SUP-35744
10/08/09 PC

LEGAL DESCRIPTION

LOT B AS SHOWN BY MAP THEREOF ON FILE IN FILE 60, PAGE 11 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; LYING WITHIN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BASIS OF BEARINGS

NORTH 07°11'27" WEST, BEING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS SHOWN BY MAP THEREOF ON FILE IN FILE 60, PAGE 11 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

BENCHMARK

CLARK COUNTY VERTICAL CONTROL NO. 1LVOO 24NWS
BEING A RIVET AND ALUMINUM PLATE IN TOP OF CURB SOUTHEAST CORNER OF SMOKE RANCH ROAD AND JONES BOULEVARD.

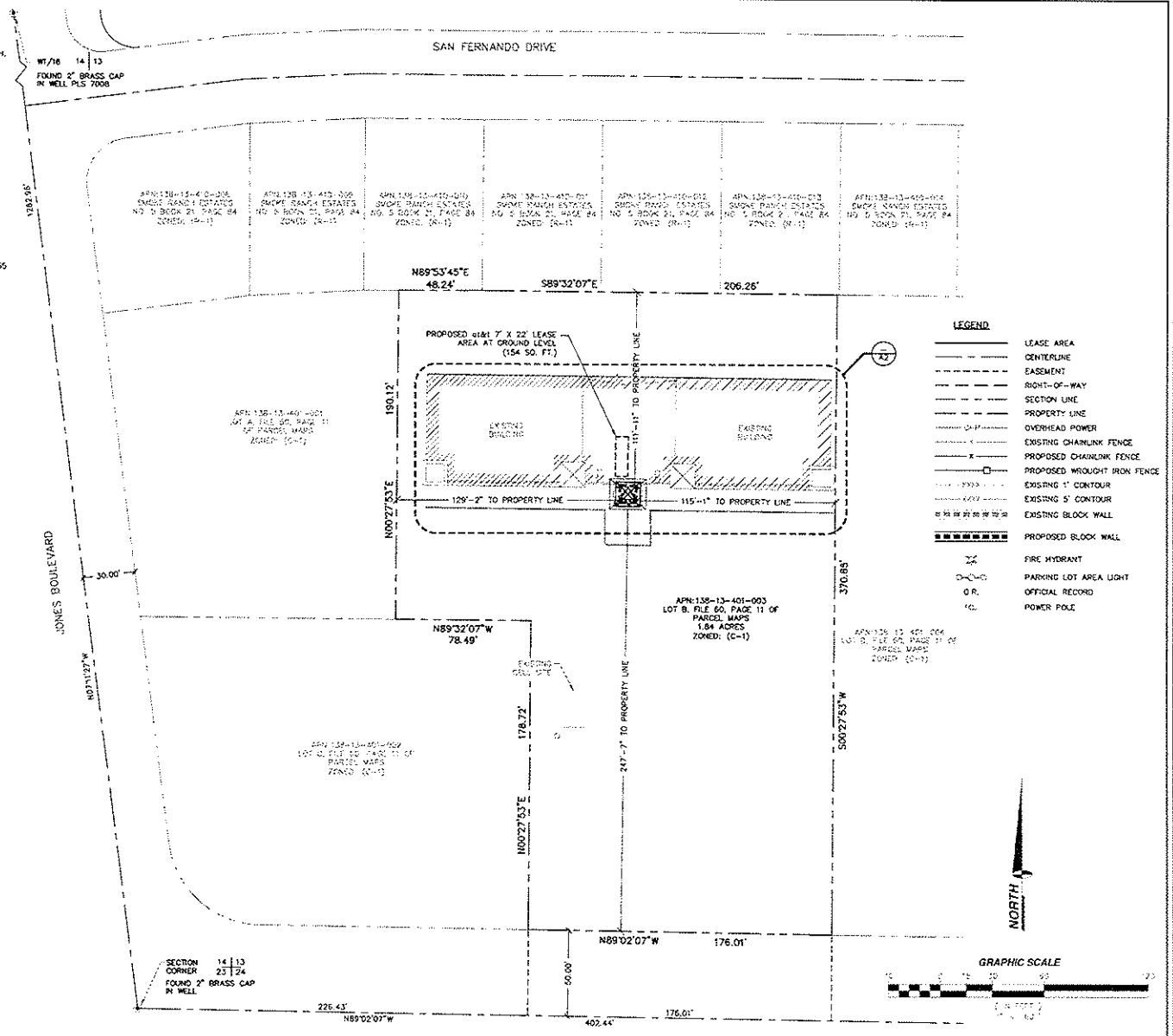
ELEVATION: 2259.99 FEET (NAVD 1988)
688.845 METERS (NAVD 1988)

FLOOD NOTE

AS SCALED FROM REVISED FLOOD INSURANCE RATE MAP NO. 32003C2155 E, DATED SEPTEMBER 27, 2002, AND PER SAID MAP; ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

NOTES & TITLE REPORT EXCEPTIONS

SPECTRUM SURVEYING & ENGINEERING HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED BY THE CLIENT.



SITE PLAN

SCALE: 1" = 60'

1

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

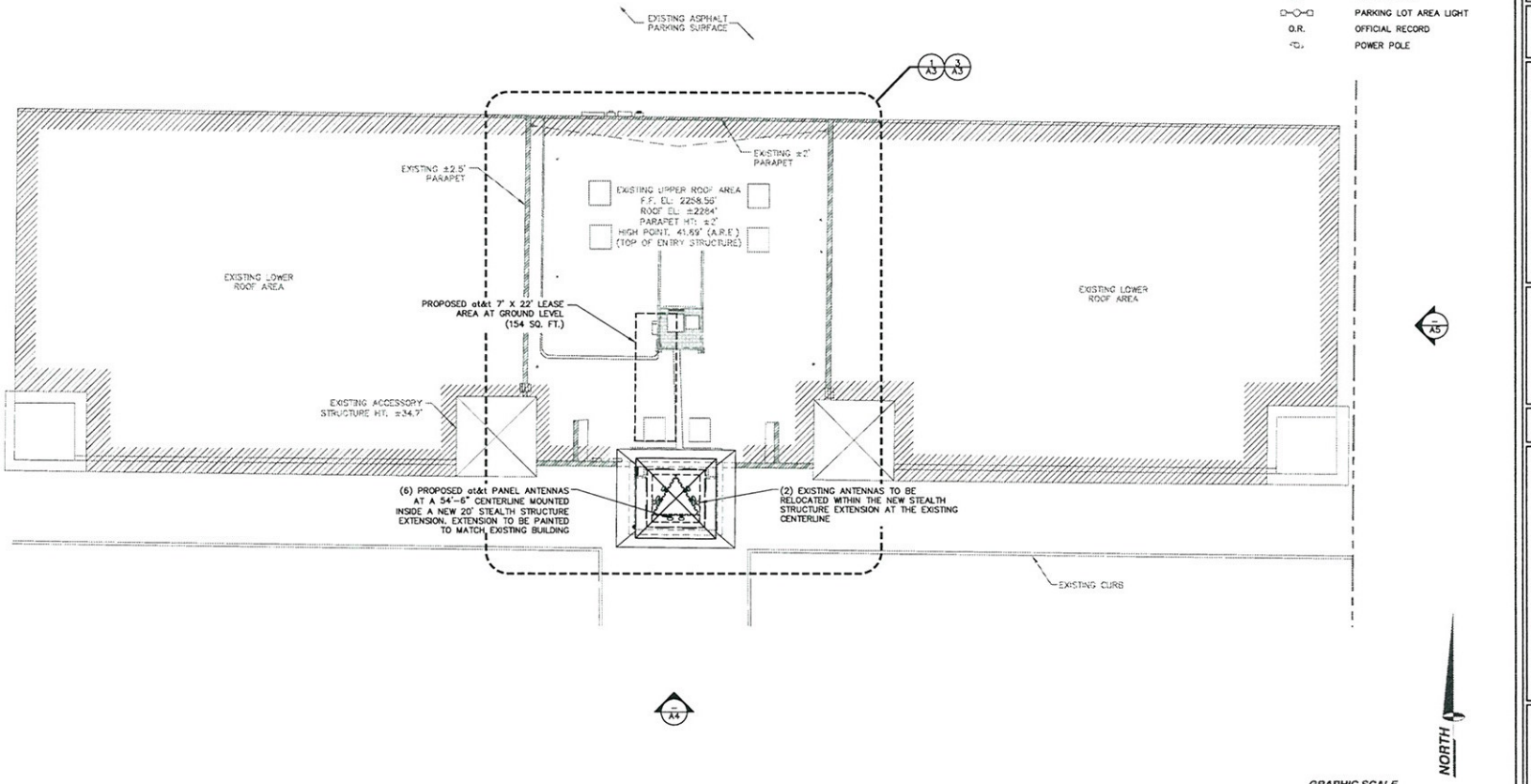
LICENSURE:

SHEET TITLE:
SITE PLAN

SHEET NUMBER: A1
REVISION: 2
LSVGNVL680

VAR-35746
SUP-35744
10/08/09 PC

RECEIVED
AUG 25 2009



ENLARGED SITE PLAN

SCALE: 1" = 20' 1

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

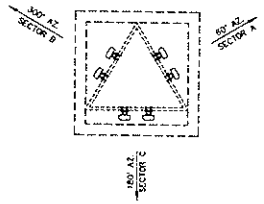
SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER: A2 REVISION: 2

LSVGNVL680

VAR-35746
SUP-35744
10/08/09 PC

RECEIVED
AUG 25 2009

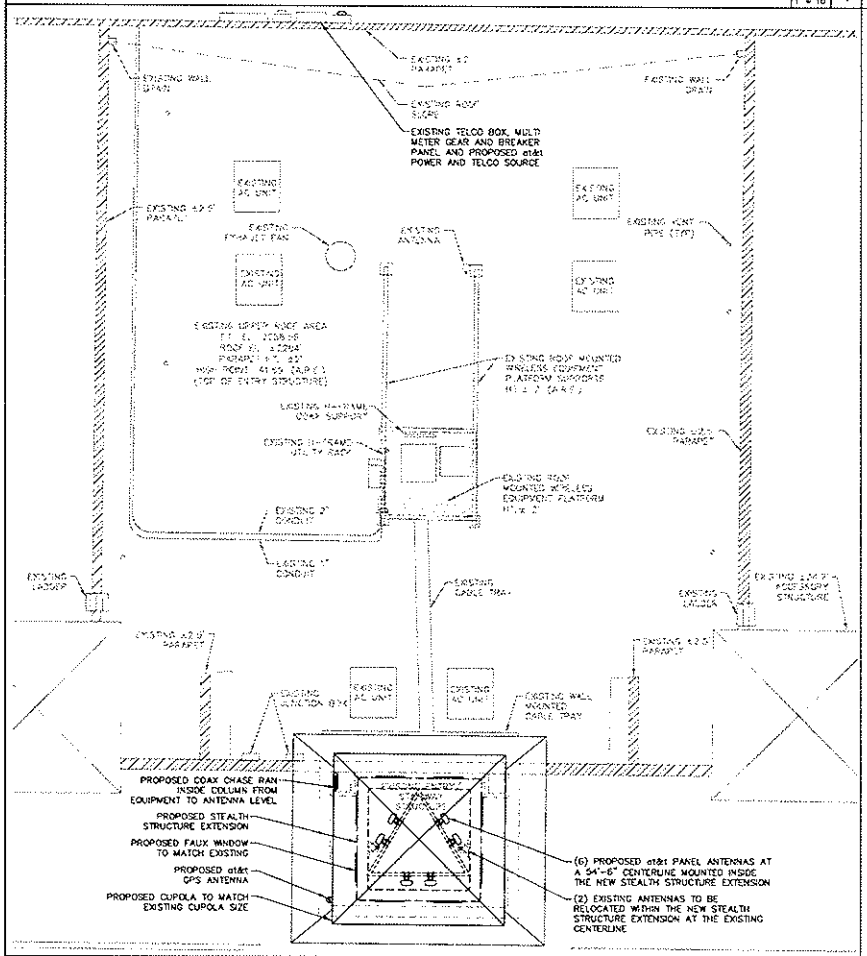


ANTENNA LAYOUT — SCALE: 1" = 10' — 4

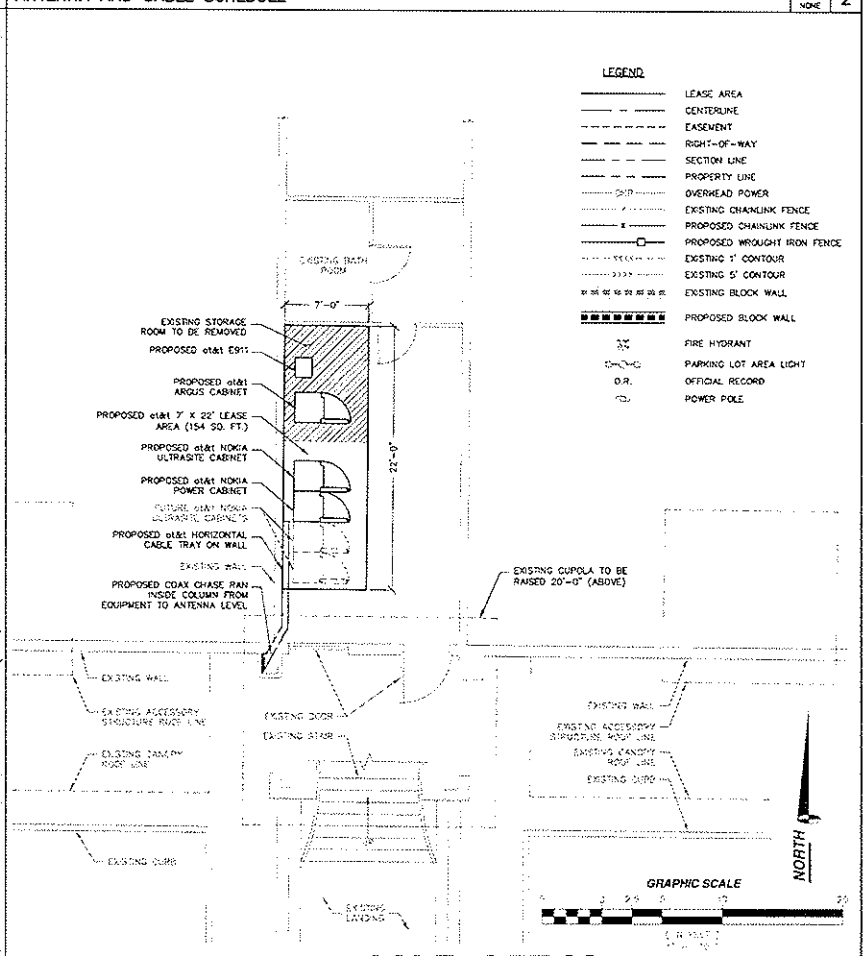
ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAXIAL CABLE LENGTH	CABLE SIZE	COLOR CODE	RAD CENTER	TOP JUMPER LENGTH	BOTTOM JUMPER LENGTH	COMMENTS
SECTOR A	60°	POWERWAVE 7785	95' X 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
SECTOR B	300°	POWERWAVE 7785	90' X 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
SECTOR C	180°	POWERWAVE 7785	75' X 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
GPS	N/A	TRUE POSITION	90' X 1	1/2" COAX		N/A	N/A	N/A	

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.

ANTENNA AND CABLE SCHEDULE — SCALE: NONE — 2



SITE DETAIL (ROOF TOP) — SCALE: 1" = 10' — 3



SITE DETAIL (GROUND LEVEL) — SCALE: 1" = 10' — 1

VAR-35746
SUP-35744
10/08/09 PC

RECEIVED
AUG 25 2009

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

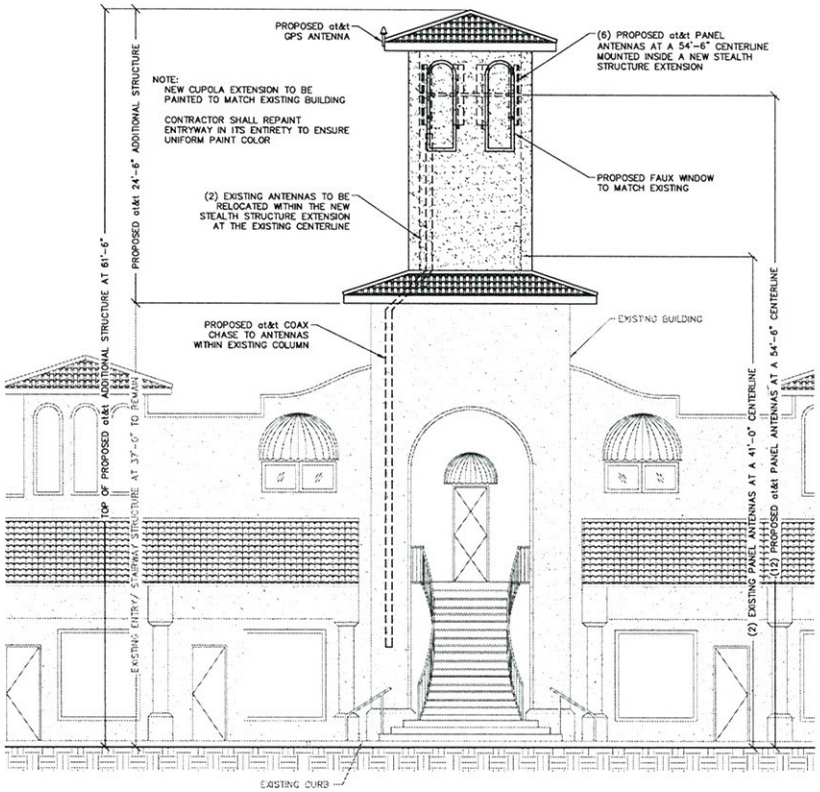
PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

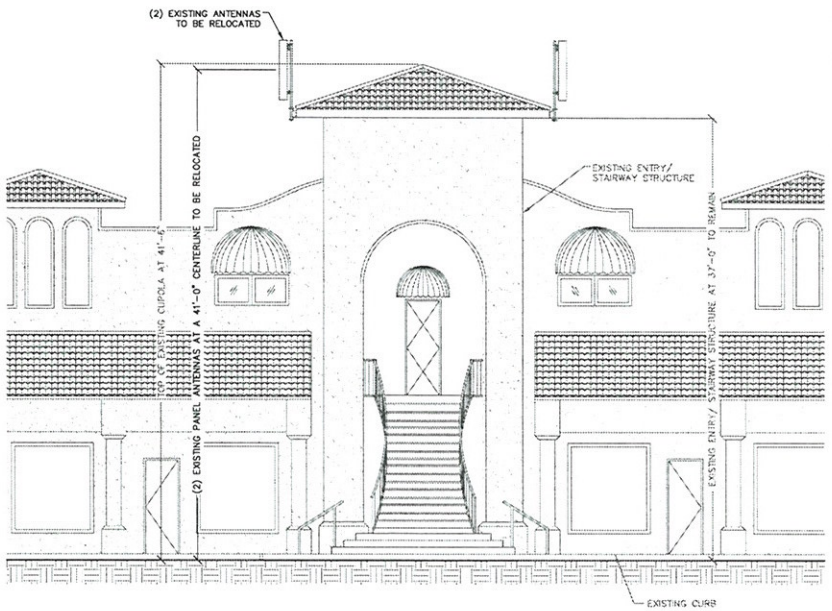
SHEET TITLE:
SITE DETAIL, ANTENNA AND CABLE SCHEDULE AND ANTENNA LAYOUT

SHEET NUMBER: A3 — REVISION: 2 — LSVGNVL680



PROPOSED SOUTH ELEVATION

SCALE: 1" = 10' 2



EXISTING SOUTH ELEVATION

SCALE: 1" = 10' 1

VAR-35746
SUP-35744
10/08/09 PC

RECEIVED
AUG 25 2009

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:

SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

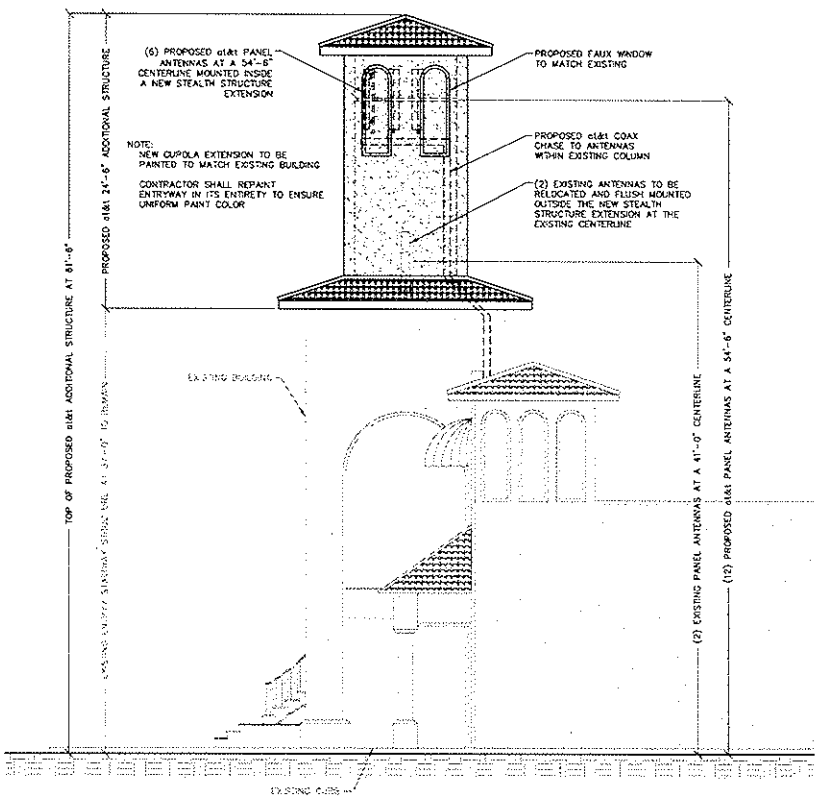
DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

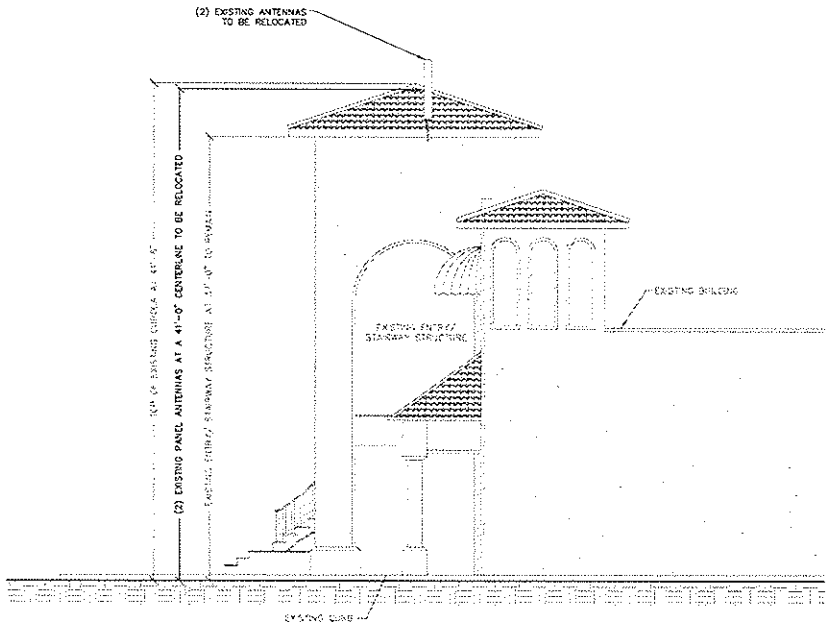
SHEET TITLE:
EXISTING AND PROPOSED SOUTH ELEVATIONS

SHEET NUMBER: A4 REVISION: 2

LSVGNVL680



PROPOSED EAST ELEVATION | SCALE: 1" = 10' | 2



EXISTING EAST ELEVATION | SCALE: 1" = 10' | 1

VAR-35746
SUP-35744
10/08/09 PC

RECEIVED
AUG 25 2009

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE:
EXISTING AND PROPOSED EAST ELEVATIONS

SHEET NUMBER: A5 | REVISION: 2
LSVGNVL680

VAR-35746 - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CENTER EQUITY PARTNERS, LLC
6000 SMOKE RANCH ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

Project Justification Letter

AT&T LSVGNVL680
Stealth Cupola Rooftop Extension
Smoke Ranch and Jones
6000 Smoke Ranch Road
Las Vegas, NV 89108
APN # 138-13-401-003

Submitted to:

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Submitted by:

John Wright
Black & Veatch for AT&T Mobility
6 Sunset Way, Suite B108
Henderson, NV 89014
702-241-4917

RECEIVED
AUG 25 2009

VAR-35746
SUP-35744
10/08/09 PC

Introduction

AT&T Wireless requires a cell tower on the northeast corner of Smoke Ranch & Jones to provide residents, visitors and travelers with high quality, reliable wireless communications for personal, business and emergency uses through its' wireless network.

AT&T has a fully executed lease agreement with the land owner to place the proposed stealth wireless facility on the property.

Site Data

There is currently one existing tower in the parking lot at this location. It is a flag pole design with Sprint/Nextel in its available antenna locations. This pole is not design to extend and is not tall enough to accommodate AT&T's design requirements for collocation.

Cricket Wireless currently has three antennas located on the rooftop of the building. Our proposed design will provide for the relocation of Crickets antennas from their current exposed location to a more concealed "flush mount" design.

AT&T was previously denied a Special Use Permit to place a new 70' Stealth Monopine in the parking lot next to the existing Flag Pole tower. It was the opinion of Staff and the Planning Commission that another tower on the parcel, along with the proposed design of that tower, created too much of a visual obstruction on the parcel. We feel that this design addresses those concerns and improves the current wireless installation on the building.

Subsequently, AT&T was denied a CUP for this rooftop cupola extension (SDR-34405). Staff stated the need for a Major Modification to an approved Site Development Plan Review for the increase in height of the building (39') and a Variance for the setback from residential (120' where 177' is required).

Site Design

We have modified the design from that submitted for the CUP to be narrower to reduce the profile.

AT&T Wireless proposes to extend the existing front and center cupola on the building by 20'. AT&T will place it's antennas inside the new extension. We will also relocate Crickets antennas from their current exposed "popsicle stick" installation to a flush mount location, reducing their profile.

AT&T will place it' radio equipment in the ground floor lease space directly below the cupola where they will not be visible and will not occupy any parking spaces.

The base of the proposed cupola extension is 110' 7" from the nearest residential parcel to the north.

Request

AT&T Wireless respectfully requests the approval of its' 20' stealth cupola extension.

Overall placement and construction of the application will remain consistent with standards and aesthetics outlined in the City of Las Vegas codes and ordinances. The proposed stealth cupola will match the exiting architecture and color schemes of the exiting building.

VAR-35746
SUP-35744
10/08/09 PC

Submittal

All necessary documentation required by the City of Las Vegas Planning and Development Department, along with this narrative, is being submitted for processing as outlined in the City's zoning ordinance pertaining to Wireless Communications.

Summary

AT&T is applying for this building extension in order to develop and construct a clean, viable facility. This facility will expand wireless coverage for AT&T Wireless customers living, working and visiting Clark County.

AT&T Wireless is committed to developing the best wireless system for its customers while working cooperatively with the City of Las Vegas to reduce the visual impact of its facilities. AT&T Wireless will maintain thorough, meticulous and ethical design and construction standards at all times.

Thank you for your consideration.

John Wright-702-241-4917

VAR-35746
SUP-35744
10/08/09 PC

RECEIVED
CITY CLERK

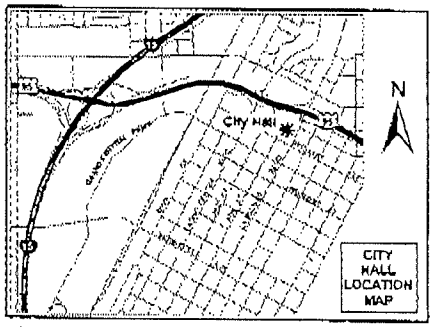
2009 OCT 26 A 7:52

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 OCT 23 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.

VAR-35746 & SUP-35744

City Council Meeting of 11/4/2009

FUQUAY R W & TERESITA
5821 W BARTLETT AVE
LAS VEGAS NV 89108-3231

APN#13824118007

HAWDS11 89108

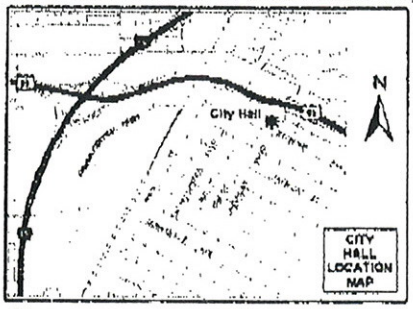
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

FAX TO:
702-385-7268

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

$ 00.41

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 07 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

13813401001 Case: VAR-35746
SOUTHWEST PRODUCTS CO
17128 ROSETON AVE
ARTESIA CA 90701-2644

Please use available blank space on card for your comments.
VAR-35746 & SUP-35744 THIS IS RESIDENTIAL AREA
Planning Commission Meeting of 10/8/2009 I DO NOT WANT TO
NO MORE CELL TOWER LOOK AT CELL TOWER
ANTENNAS, IN MY BACK YARD FOR A View! I DID NOT BUY A
HOUSE TO LOOK AT CELL
TOWER
NO WAY

GAVDES 1 1 90701

Submitted after final agenda

Date 10/7/09 Item 15P

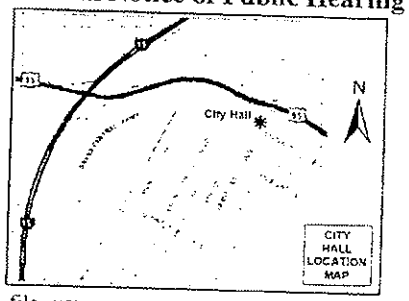
RECEIVED
CITY CLERK

2009 SEP 29 P 1:33

Sep 28 09 04:39p Stanley Wilson 6489777 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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-35746 & SUP-35744

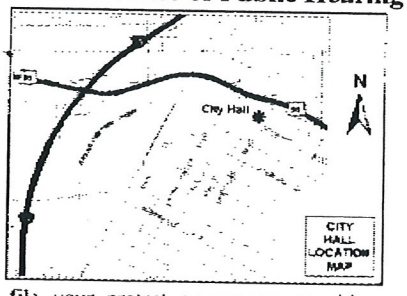
Planning Commission Meeting of 10/8/2009

13824118004 Case: VAR-35746
WILSON STANLEY & CAMILLA REV TR
5909 W BARTLETT AVE
LAS VEGAS NV 89108-3222

CAUSE11 89104

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35746 & SUP-35744

Planning Commission Meeting of 10/8/2009

$ 00.41

RECEIVED
SEP 29 2009

Case: VAR-35746

13824118028
HALIF MENASHE & E JT REV LIV TR
5363 GEYSER AVE
TARZANA CA 91356-3308

GAVDS11 91356

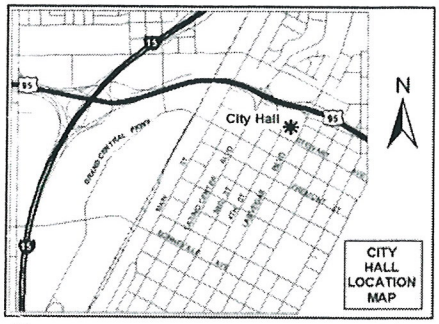
15P

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
SEP 24 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-35746 & SUP-35744

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 30 2009

Case: VAR-35746
13824117004
LEE EVERETT & MARIESSA
3133 MANTI PEAK AVE
NO LAS VEGAS NV 89081-6549

CAVDS11 89081

15A

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:

SUP-35744 - SPECIAL USE PERMIT RELATED TO VAR-35746 - PUBLIC HEARING - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CENTER EQUITY PARTNERS, LLC - Request for a Special Use Permit FOR A PROPOSED 62-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (BUILDING MOUNTED) AND THE RELOCATION OF THREE EXISTING ANTENNAS at 6000 Smoke Ranch Road (APN 138-13-401-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0 vote) and staff recommend APPROVAL

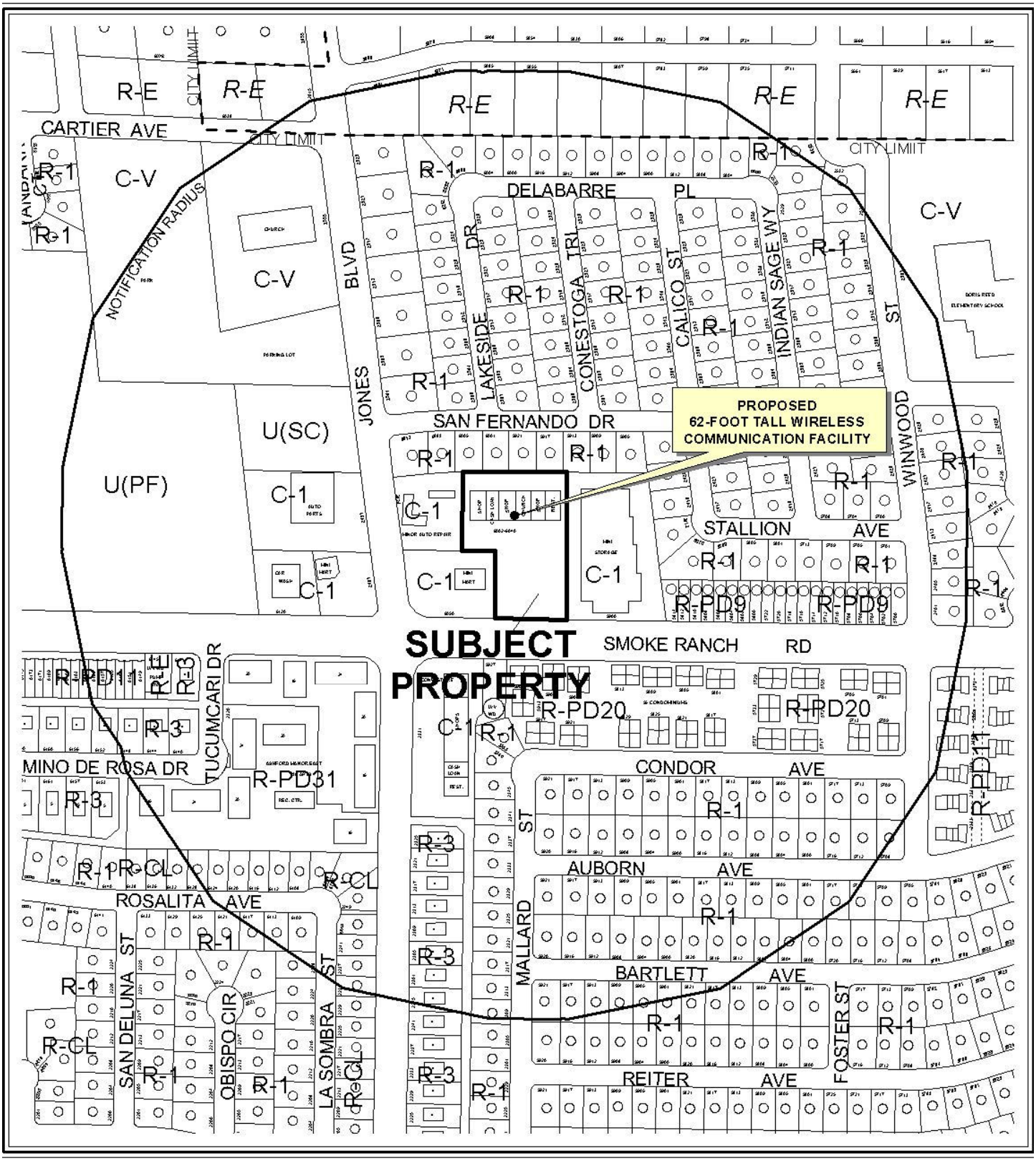
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 16



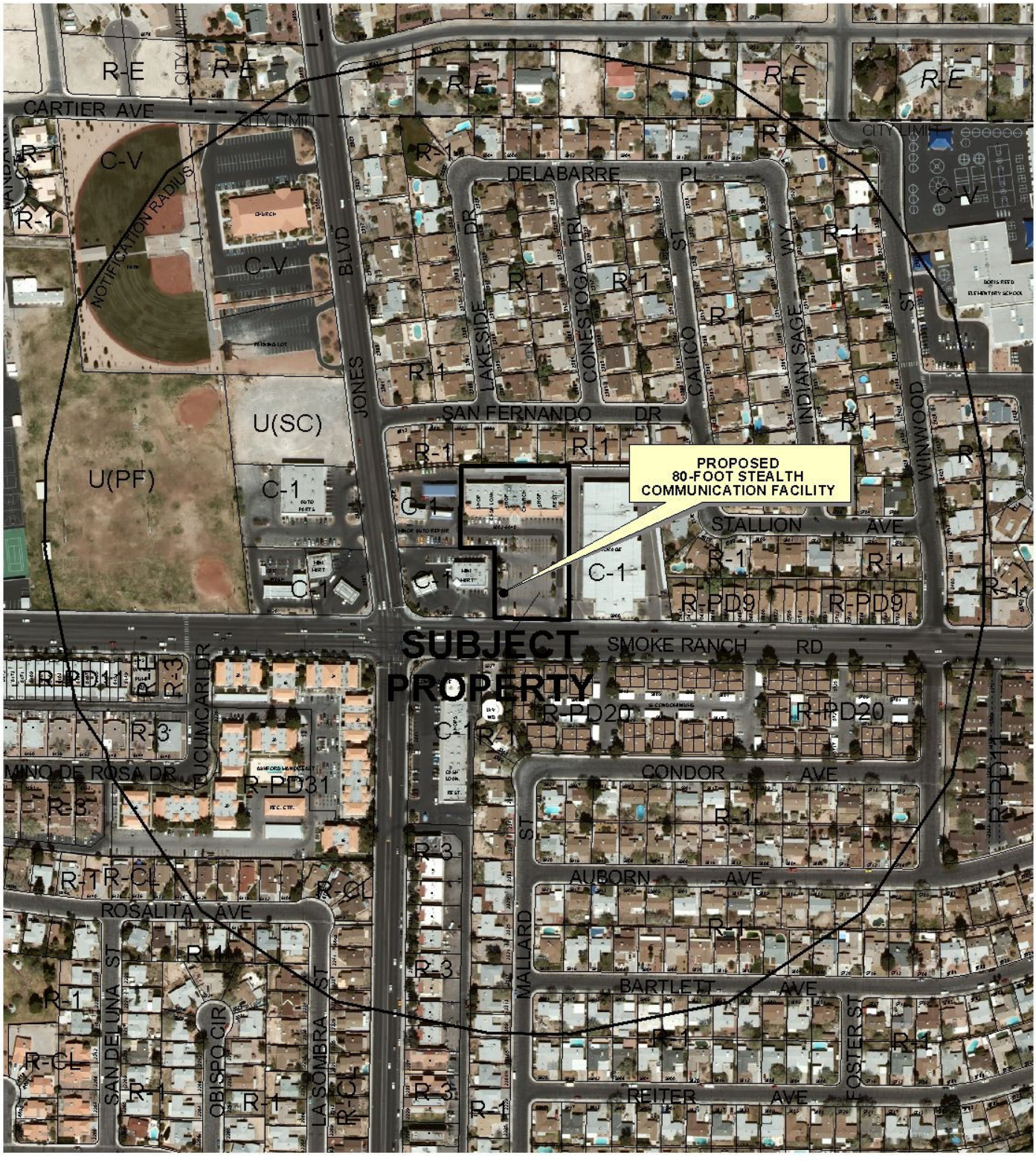
0 300 600 Feet

CASE: **SUP-35744**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



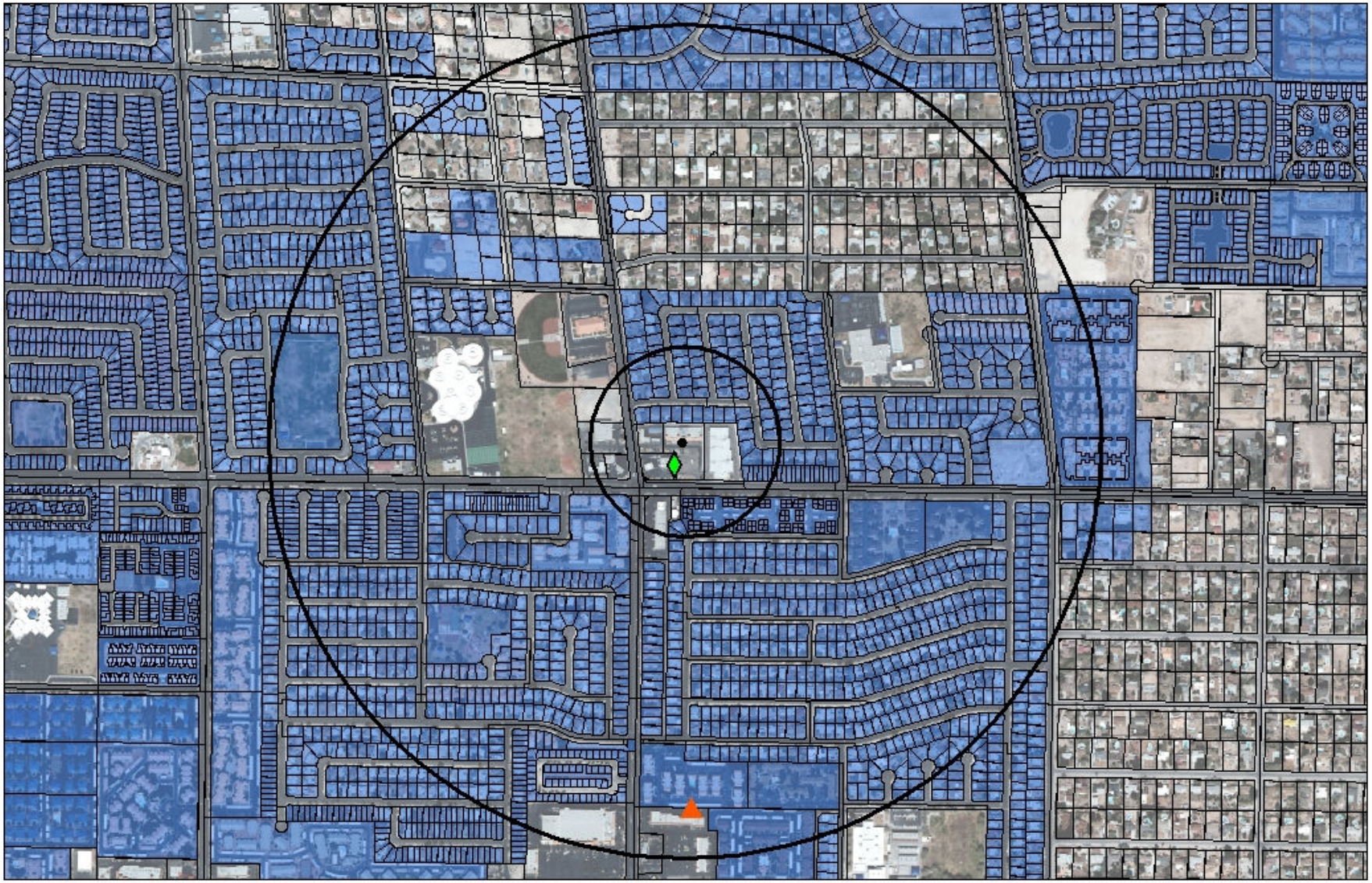
0 300 600 Feet

CASE: **SUP-35744**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N


SUP-35744
Cell Tower Locations
Non-Stealth
Stealth
Subject Cell Tower
Residential Property
600ft &
1/2 mile Buffer
N
0
550
1,100
2,200 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35744 - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CTR EQUITY PARTNERS

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Wireless Communication Facility, Stealth Design use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-35746) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a final inspection has been approved for the Wireless Communication Facility. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. The Wireless Communication Facility and its associated equipment and 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 cupola 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.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 62-foot tall Wireless Communication Facility, Stealth Design (Building Mounted) at 6000 Smoke Ranch Road. The proposed Wireless Communication Facility will be located within the center cupola of the existing structure at the subject site. An associated Variance (VAR-35746) request will also be considered, as the installation of the proposed Wireless Communication Facility will not meet the required 185-foot residential adjacency standard. The proposed use can be conducted in a manner that is harmonious and with the existing and future surrounding land uses; therefore, staff recommends approval of this request. If the application is denied, the proposed Wireless Communications facility will have to be redesigned or relocated to comply with Title 19.

Issues:

- Approval of an associated Variance (VAR-35746) is required for this request to be approved, as the proposed Wireless Communication Facility, Stealth Design (Building Mounted) will not meet the required Residential Adjacency standards. The proposed cupolas will be 112 feet from an existing single family residence where 185 feet is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/05/63	The Planning Commission approved an Annexation (A-0005-63) of property located on the northwest corner of Smoke Ranch Road and Michael Way.
06/23/77	The Board of Zoning Adjustment denied a Rezoning (Z-0007-77) from R-1 (Single Family Residence) to C-2 (General Commercial on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard.
04/18/79	The City Council approved a Rezoning (Z-0023-79) from: R-1 (Single Family Residential) to: C-1 (Limited Commercial) on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard. The Planning Commission recommended approved the request. However, the City Council Denied an Extension of Time for this application on 06/06/84. The Planning Commission recommended approval of the request.
09/02/87	The City Council approved a Rezoning (Z-0068-87) from: R-1 (Single Family Residential) to: C-1 (Limited Commercial) on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard. The Planning Commission recommended approval of the request.
02/01/05	A deed was recorded for a change of ownership.

11/28/05	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-19827) to allow a proposed 53-foot Wireless Communication Facility, Flagpole/Monopole at 6000 Smoke Ranch Road.
04/30/07	A Code Enforcement citation (#52731) was issued for illegal signage at 6002 Smoke Ranch Road. Code Enforcement closed the case on 05/08/07.
06/13/08	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-28092) to allow the placement of three roof-mounted antennas at a height of 42 feet to an existing commercial building on 1.83 acres located at 6000 Smoke Ranch Road.
08/20/08	The Planning and Development Department denied a Minor Site Development Plan Review (SDR-28845) for a proposed 80-foot tall Wireless Communication Facility, Stealth design (Monopine) at 6000 Smoke Ranch Road.
11/05/08	A Code Enforcement citation (#71417) was issued for graffiti on a Flagpole at 6000 Smoke Ranch Road. Code Enforcement closed the case on 02/25/09.
11/20/08	The Planning Commission denied a Special Use Permit (SUP-30343) for a proposed 70-foot tall Wireless Communication Facility, Stealth design (Monopine) at 6000 Smoke Ranch Road. Staff recommended denial of the request.
05/29/09	The Planning and Development Department denied a Minor Site Development Plan Review (SDR-34405) for a 20-foot tall cupola extension to an existing building for a Wireless Communication Facility, Stealth Design located at 6000 Smoke Ranch Road.
06/12/09	The Planning and Development Department approved a Minor Site Development Plan Review (SDR-34438) for the co-location of three (3) antennas and three (3) microwave dish antennas at the 37-foot, 5-inch centerline inside of an existing 53-foot tall Wireless Communication Facility, Stealth Design (Flag Pole) located at 6002 Smoke Ranch Road.
10/08/09	The Planning Commission recommended approval of companion item VAR-35746 concurrently with this application. The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #16/jb).
Related Building Permits/Business Licenses	
12/08/05	A Building Permit (#5008550) was issued for a flagpole antenna at 6002 Smoke Ranch Road. The building permit expired on 01/20/07.
02/08/06	A Building Permit (#59313) was issued for a wall enclosure for a cellular facility at 6002 Smoke Ranch Road. The building permit was finalized on 08/14/08.
07/10/08	A Building Permit (#119716) was issued for a rooftop cellular facility at 6000 Smoke Ranch Road. The building permit has not received a final inspection.
06/24/09	A Building Permit (#142164) was issued for a collocation of antennas on an existing cellular facility at 6002 Smoke Ranch Road. The building permit has not received a final inspection.

Pre-Application Meeting	
07/22/09	A pre-application meeting was held where the submittal requirements for a Special Use Permit for a Wireless Communication Facility, Stealth (Building Mounted) Design were discussed, including Residential Adjacency requirements.
Neighborhood Meeting	
A neighborhood meeting is not required nor was one held.	
Field Check	
09/03/09	A field check was conducted by staff. A well maintained retail development was observed.

Details of Application Request	
Site Area	
Net Acres	1.83 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Multi-Tenant Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
South	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
	Multi-Family Residential	PF (Public Facilities)	C-V (Civic)
	Las Vegas Valley Water District	M (Medium Density Residential)	R-PD20 (Residential Planned Development – 20 Units per Acre)
East	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
West	Convenience Store and Auto Repair Garage	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 – (70 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Review the following from Title 19.08.060

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
• North	185 Feet	112 Feet	N

ANALYSIS

The applicant is proposing a 61.5-foot, Wireless Communication Facility, Stealth Design (Building Mounted) within the center cupola of the existing structure at the subject site. The applicant proposes to extend the existing front and center cupola on the building by 20 feet, bringing the total height of the structure to 61.5 feet. Currently, there are three communication antennas located on the rooftop of the building. The proposed design will provide for the relocation of the existing communication antennas from their current exposed location to a more concealed "flush mounted" design reducing their profile.

The proposed Wireless Communication Facility will be approximately 112 feet from the protected property to the north, which does not meet the minimum Residential Adjacency Setback requirements of 185 feet. The applicant has submitted an associated Variance (VAR-35746) to address this issue. Staff finds that the proposed location of the Wireless Communication Facility, Stealth Design (Building Mounted) is compatible with the existing single-family residential homes to the north. The proposed use can be conducted in a manner that is harmonious and compatible with the existing and future surrounding land uses; therefore, staff recommends approval of this request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed land use can be conducted in a manner that is harmonious and compatible with existing and future surrounding land uses, as projected by the General Plan.

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 the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Smoke Ranch Road, a 100-foot Primary Arterial as designated in the Master Plan of Streets and Highways. This street provides adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this special use permit will not compromise public health, safety, or welfare as the proposed Wireless Communication Facility, Stealth Design use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Wireless Communication Facility, Stealth Design use complies with the conditions per Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 1

SENATE DISTRICT 3

NOTICES MAILED 441 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Nu~ SUP-35744 APN: 138-13-401-003

Name of Property Owner: Smoke Ranch CTR Equity PTNS, LLC

Name of Applicant: AT+T mobility

Name of Representative: John Wright, Black + Veatch.

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: Darius Mahsuri

Print Name: DARIUS MONSGUR

Subscribed and sworn before me

This _____day of _____, 20__

See attached for Notary

_____

Notary Public in and for said County and State

Jurat

State of California

County of Santa Cruz

Subscribed and sworn to (or affirmed) before me on this 3rd day of August, 2009 by Darius Mohsenin,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Notary seal)

SHIVA HATAMIPOUR
Commission # 1786751
Notary Public - California
Santa Cruz County
My Comm. Expires Dec 24, 2011

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

_____
(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

USID NO: 100846
SMOKE RANCH AND JONES
LSVGNVL680

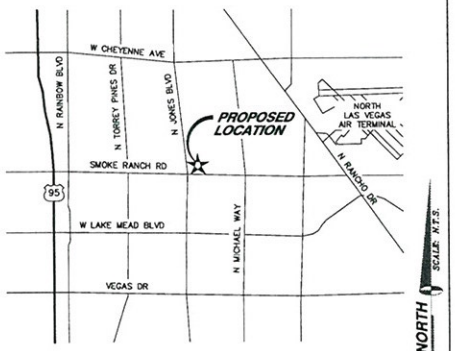
RECEIVED
AUG 25 2009

6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

THE PROPOSED PROJECT INCLUDES:

- INSTALLATION OF PANEL ANTENNAS AT A 54'-6" CENTERLINE MOUNTED INSIDE OF A NEW STEALTH STRUCTURE EXTENSION
- INSTALLATION OF A 20' STRUCTURE EXTENSION THAT IS TO BE PAINTED TO MATCH EXISTING BUILDING
- EXISTING ANTENNAS TO BE RELOCATED WITHIN THE NEW STEALTH STRUCTURE EXTENSION AT THE EXISTING CENTERLINE
- INSTALLATION OF INDOOR EQUIPMENT CABINET WITHIN AN EXISTING ROOM
- INSTALLATION OF ONE GPS ANTENNA
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS
- NEW TELEPHONE CONDUIT RUN TO CABINETS
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/LESSEE
at&t
3763 HOWARD HUGHES PARKWAY, SUITE 200
LAS VEGAS, NEVADA 89109

CONTACT: JON VANDERZEE
PHONE: (702) 241-6091

LANDLORD INFORMATION
TOWER OWNER: SMOKE RANCH CTR EQUITY PTNRS LLC
390 6TH AVENUE
SANTA CRUZ, CALIFORNIA 95062-4660

CONTACT: LISA HANGER
PHONE: (702) 388-1800

PROPERTY INFORMATION
OWNER: SMOKE RANCH CTR EQUITY PTNRS LLC
390 6TH AVENUE
SANTA CRUZ, CALIFORNIA 95062-4660

AREA OF CONSTRUCTION: 154± SQ. FT.
OCCUPANCY TYPE: S-2
CONSTRUCTION TYPE: V-B
CURRENT CONSTRUCTION: LIMITED COMMERCIAL DISTRICT (C-1)
JURISDICTION: CITY OF LAS VEGAS
APN: 138-13-401-003
HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT INFORMATION
EQUIPMENT LOCATION: ☐ OUTDOOR ■ INDOOR
EQUIPMENT SHELTER: ☐ YES ■ NO
ANTENNA LOCATION:
☐ NEW MONOPOLE
☐ SELF SUPPORT TOWER
☐ EXISTING MONOPOLE
☐ ROOF TOP
☐ EXISTING TOWER
■ OTHER: NEW STRUCTURE EXTENSION

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE 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.

1. INTERNATIONAL BUILDING CODE 2006 W/STATE AMENDMENTS
2. UNIFORM MECHANICAL CODE 2006
3. ANSI/EIA-222-F LIFE SAFETY CODE
4. UNIFORM PLUMBING CODE 2006
5. NATIONAL ELECTRIC CODE 2005
6. LOCAL BUILDING CODE(S)
7. CITY AND/OR COUNTY ORDINANCES
8. UNIFORM FIRE CODE 2003

CODE COMPLIANCE

CIVIL ENGINEER
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER, PE
PHONE: (702) 367-7705
FAX: (702) 367-8733

STRUCTURAL ENGINEER:
T.B.D.

ELECTRICAL ENGINEER:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
RICHARD TOMASIELLO
PHONE: (702) 363-9530

SURVEYOR:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER, PE
PHONE: (702) 367-7705
FAX: (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	2
A1	SITE PLAN	2
A2	ENLARGED SITE PLAN	2
A3	SITE DETAIL, ANTENNA AND CABLE SCHEDULE AND ANTENNA LAYOUT	2
A4	EXISTING AND PROPOSED SOUTH ELEVATIONS	2
A5	EXISTING AND PROPOSED EAST ELEVATIONS	2

ISSUED FOR: ZONING

SHEET INDEX

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		
SITE ACQUISITION		

APPROVAL LIST

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE: 07/16/09

ISSUED FOR: ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

RECEIVED
AUG 25 2009

SHEET TITLE: TITLE SHEET

SHEET NUMBER: T1 REVISION: 2

LSVGNVL680

VAR-35746
SUP-35744
10/08/09 PC

LEGAL DESCRIPTION

LOT B AS SHOWN BY MAP THEREOF ON FILE IN FILE 60, PAGE 11 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE CLARK COUNTY, NEVADA; LYING WITHIN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BASIS OF BEARINGS

NORTH 07°11'27" WEST, BEING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS SHOWN BY MAP THEREOF ON FILE IN FILE 60, PAGE 11 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

BENCHMARK

CLARK COUNTY VERTICAL CONTROL NO. 1LV00 24NWS
BEING A RIVET AND ALUMINUM PLATE IN TOP OF CURB SOUTHEAST CORNER OF SMOKE RANCH ROAD AND JONES BOULEVARD.

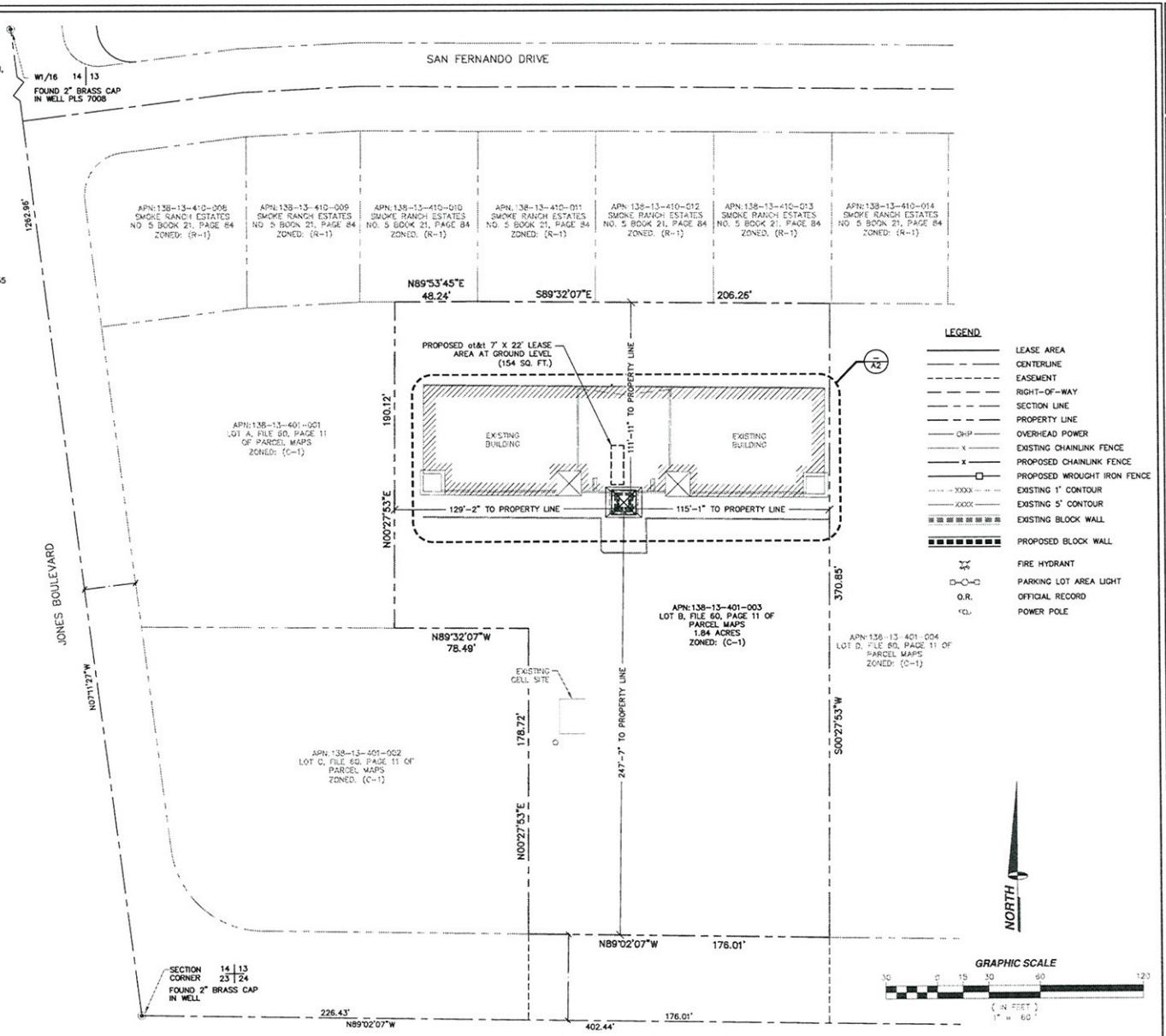
ELEVATION: 2259.99 FEET (NAVD 1988)
688.845 METERS (NAVD 1988)

FLOOD NOTE

AS SCALED FROM REVISED FLOOD INSURANCE RATE MAP NO. 32003C2155 E, DATED SEPTEMBER 27, 2002, AND PER SAID MAP: ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

NOTES & TITLE REPORT EXCEPTIONS

SPECTRUM SURVEYING & ENGINEERING HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED BY THE CLIENT.



SITE PLAN

SCALE: 1" = 60' 1

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

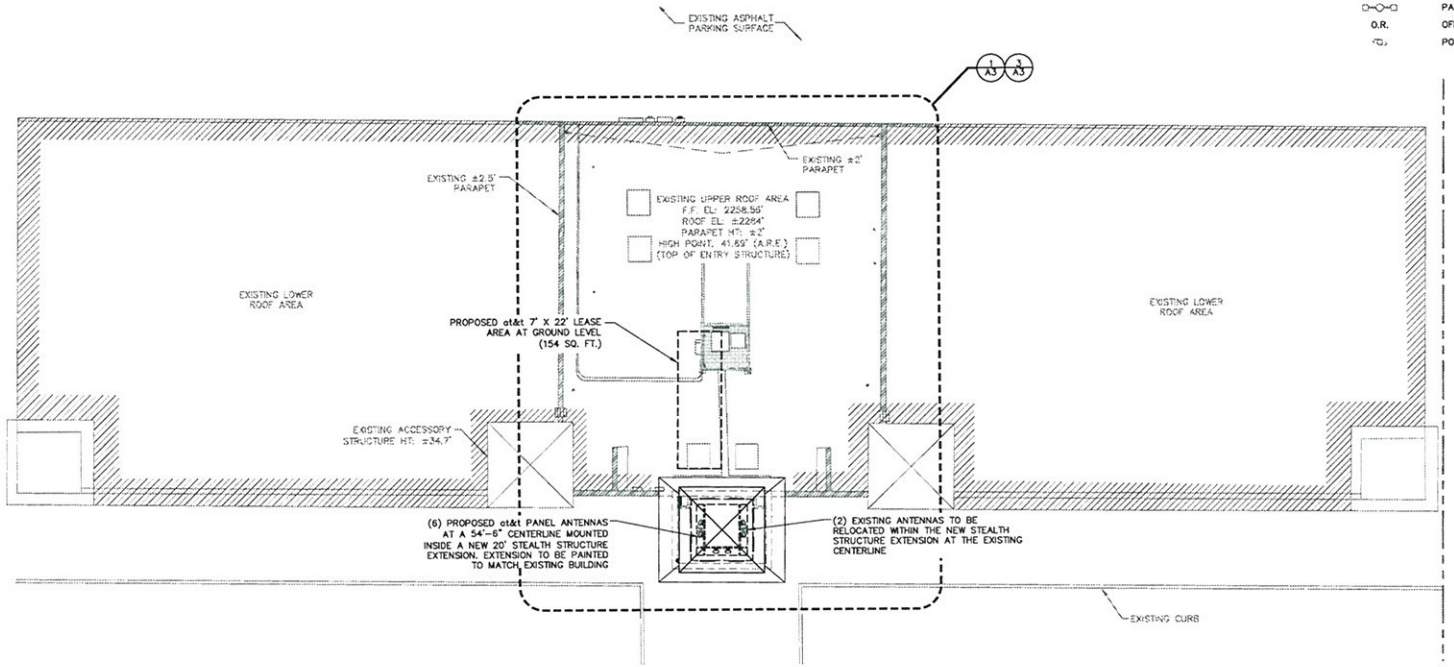
LICENSURE:

RECEIVED
AUG 25 2009

SHEET TITLE:
SITE PLAN

SHEET NUMBER:	REVISION:
A1	2

LSVGNVL680



LEGEND

- LEASE AREA
- CENTERLINE
- EASEMENT
- RIGHT-OF-WAY
- SECTION LINE
- PROPERTY LINE
- OHP — OVERHEAD POWER
- EXISTING CHAINLINK FENCE
- PROPOSED CHAINLINK FENCE
- PROPOSED WROUGHT IRON FENCE
- XXXX — EXISTING 1' CONTOUR
- XXXX — EXISTING 5' CONTOUR
- EXISTING BLOCK WALL
- PROPOSED BLOCK WALL
- FIRE HYDRANT
- PARKING LOT AREA LIGHT
- O.R. — OFFICIAL RECORD
- POWER POLE

ENLARGED SITE PLAN

SCALE: 1" = 20' 1

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

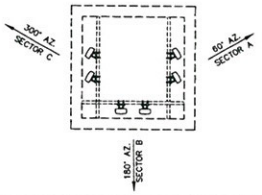
RECEIVED
AUG 25 2009

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER: A2 REVISION: 2

LSVGNVL680

VAR-35746
SUP-35744
10/08/09 PC



ANTENNA LAYOUT

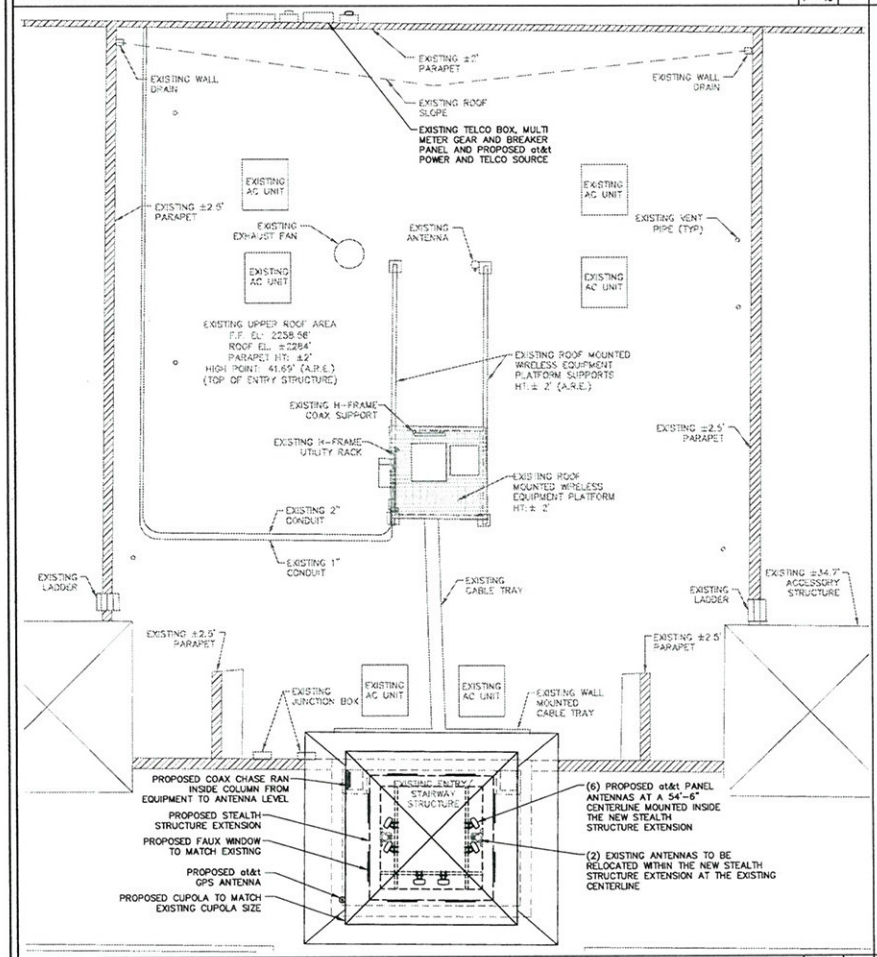
SCALE: 1" = 10' 4

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAXIAL CABLE LENGTH	CABLE SIZE	COLOR CODE	RAD CENTER	TOP JUMPER LENGTH	BOTTOM JUMPER LENGTH	COMMENTS
SECTOR A	60°	POWERWAVE 7785	95' X 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
SECTOR B	180°	POWERWAVE 7785	90' X 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
SECTOR C	300°	POWERWAVE 7785	75' X 8	7/8" COAX		54'-6"	5'	6' (10' MAX)	-
GPS	N/A	TRUE POSITION	90' X 1	1/2" COAX		-	N/A	N/A	

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.

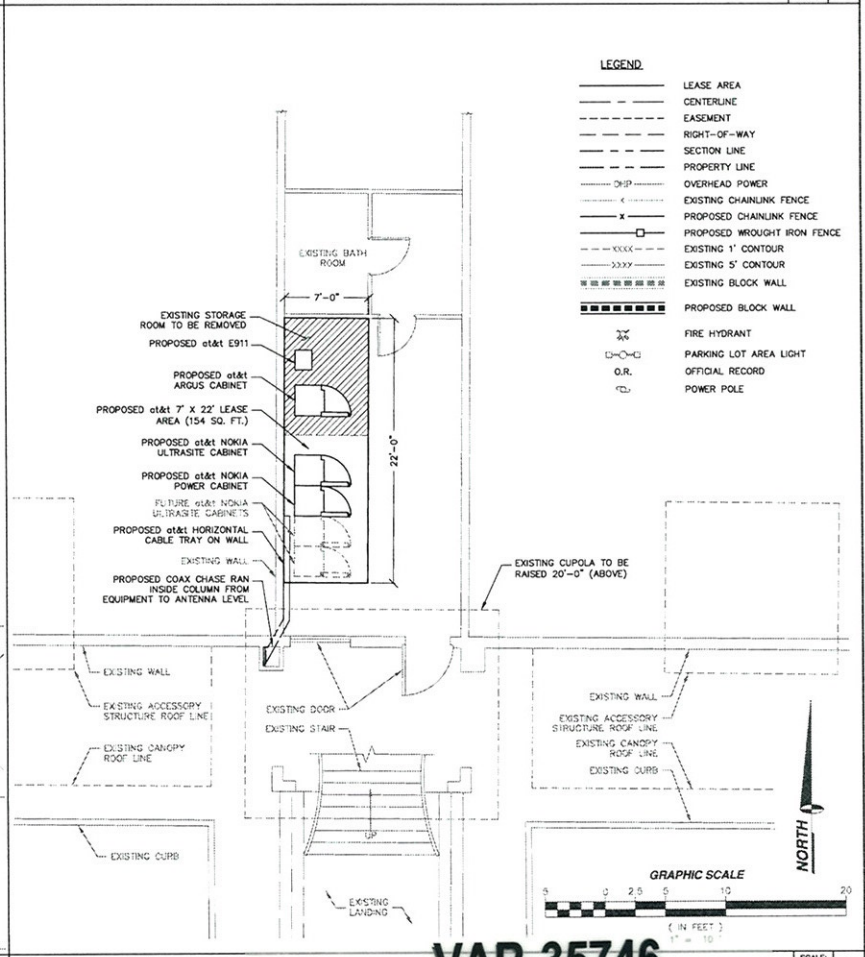
ANTENNA AND CABLE SCHEDULE

SCALE: NONE 2



SITE DETAIL (ROOF TOP)

SCALE: 1" = 10' 3



SITE DETAIL (GROUND LEVEL)

SCALE: 1" = 10' 1

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:

SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

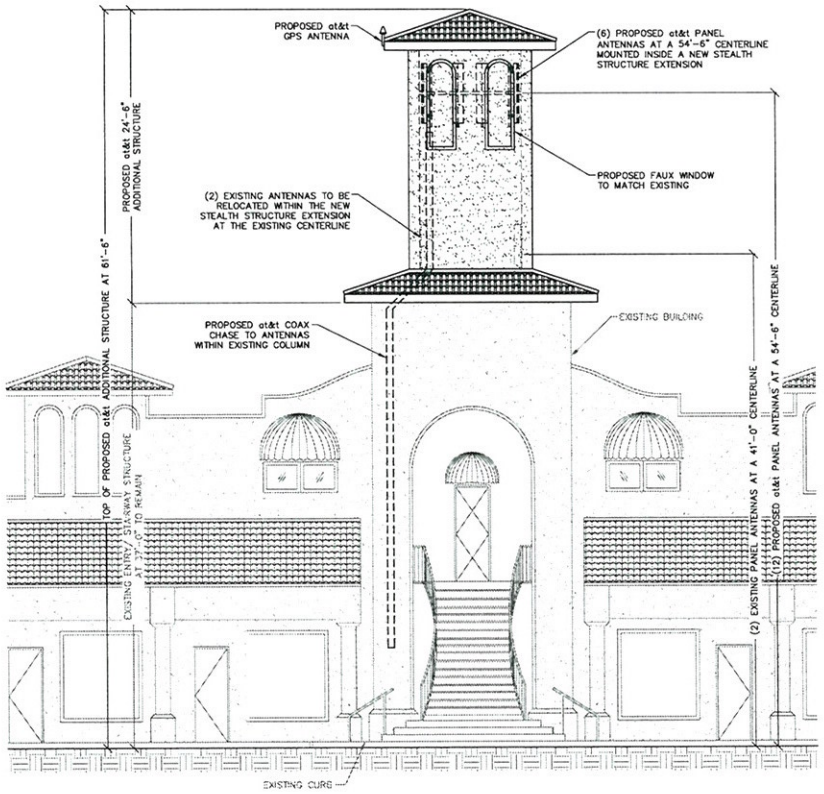
LICENSURE:

RECEIVED
AUG 25 2009

SHEET TITLE:
SITE DETAIL, ANTENNA AND CABLE SCHEDULE AND ANTENNA LAYOUT

SHEET NUMBER: A3 REVISION: 2

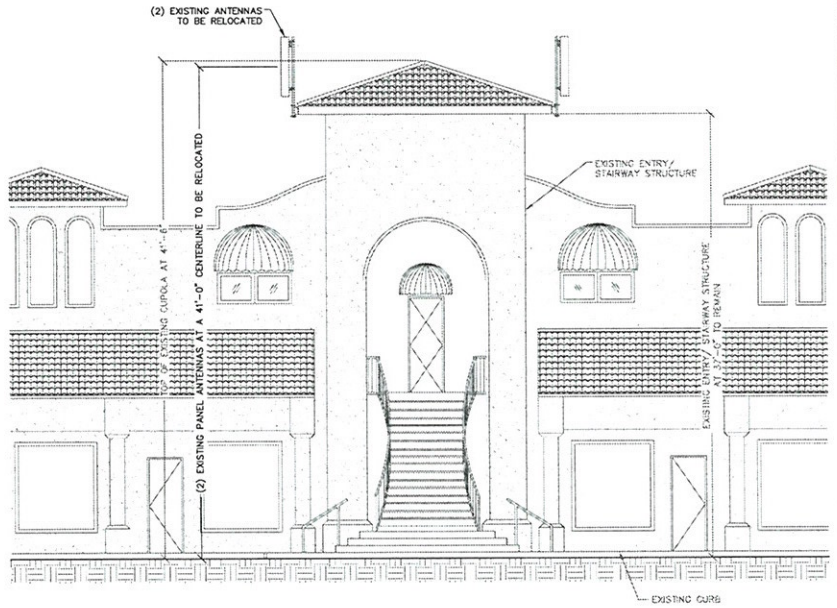
LSVGNVL680



PROPOSED SOUTH ELEVATION

SCALE: 1" = 10' 2

NOTE:
CONTRACTOR SHALL REPAINT ENTRYWAY IN ITS ENTIRETY TO ENSURE UNIFORM PAINT COLOR



EXISTING SOUTH ELEVATION

SCALE: 1" = 10' 1

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

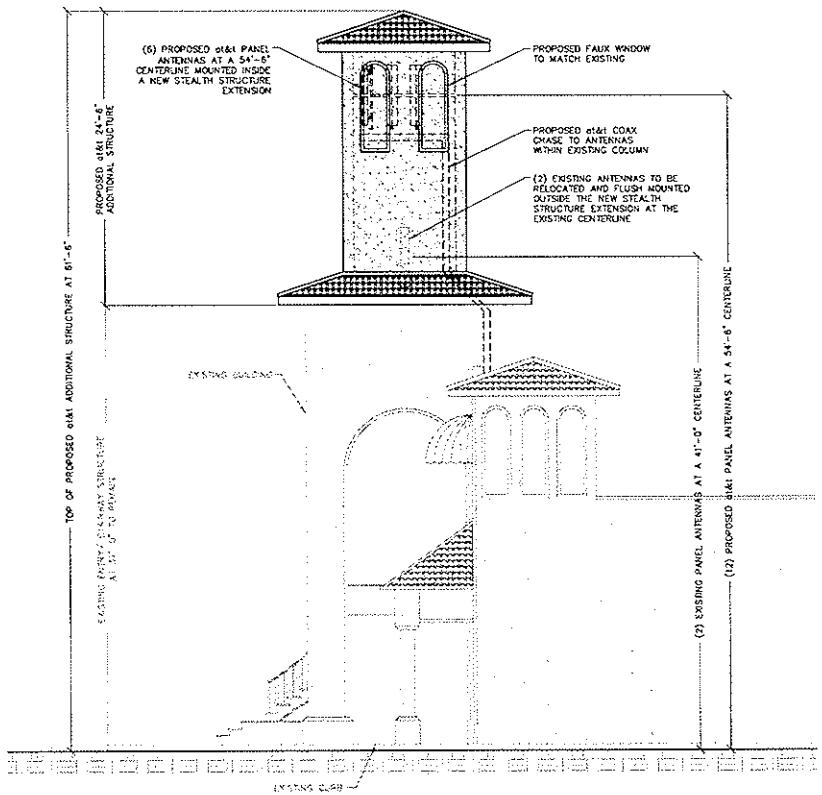
DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

RECEIVED
AUG 25 2009

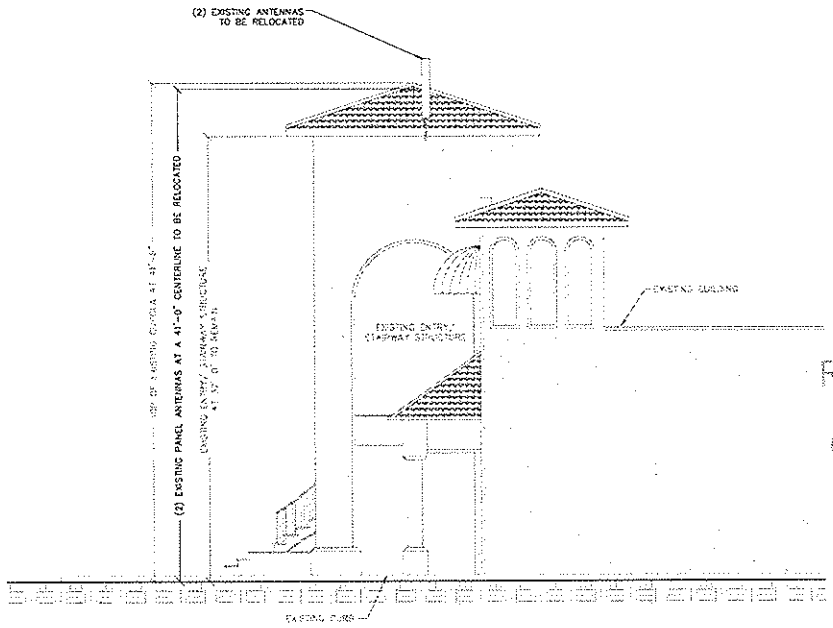
SHEET TITLE:
EXISTING AND PROPOSED SOUTH ELEVATIONS

SHEET NUMBER: A4 REVISION: 2
LSVGNVL680



PROPOSED EAST ELEVATION SCALE: 1" = 10' 2

NOTE:
CONTRACTOR SHALL REPAINT ENTRYWAY IN ITS ENTIRETY TO ENSURE UNIFORM PAINT COLOR



EXISTING EAST ELEVATION SCALE: 1" = 10' 1

VAR-35746
SUP-35744
10/08/09 PC

at&t
3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89109

PROJECT INFORMATION:
SMOKE RANCH AND JONES
LSVGNVL680
6000 SMOKE RANCH ROAD
LAS VEGAS, NEVADA 89108

CURRENT ISSUE DATE:
07/16/09

ISSUED FOR:
ZONING

REV.	DATE	DESCRIPTION	BY
2	07/16/09	CLIENT REVISION	A.B.
1	05/04/09	100% ZONING	R.S.
0	04/24/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

RECEIVED
AUG 25 2009

SHEET TITLE:
EXISTING AND PROPOSED EAST ELEVATIONS

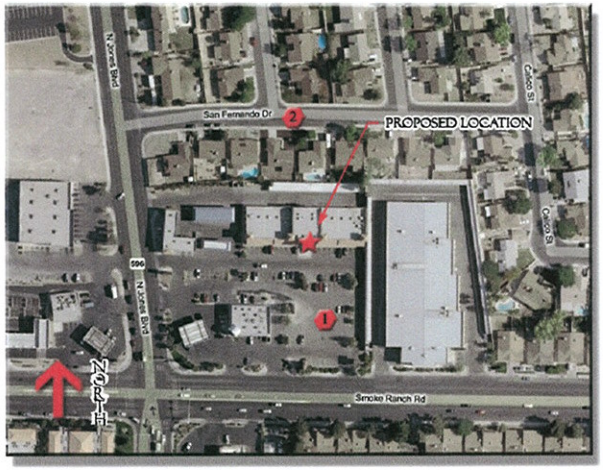
SHEET NUMBER: A5 REVISION: 2
LSVGNVL680

SUP-35744 - APPLICANT: AT&T MOBILITY - OWNER: SMOKE RANCH CENTER EQUITY PARTNERS, LLC
6000 SMOKE RANCH ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SMOKE RANCH AND JONES

6000 SMOKE RANCH ROAD, LAS VEGAS, NEVADA 89108



LOCATION MAP

EXISTING VIEW

VIEW 1

SPECTRUM
8905 W. POST ROAD SUITE 100 LAS VEGAS, NEVADA 89148
OFFICE: (702) 367-7705
FAX: (702) 367-8733

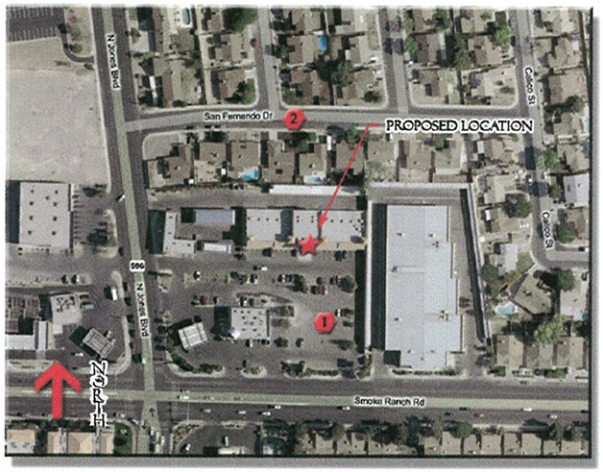
RECEIVED
AUG 25 2009

at&t
3763 HOWARD HUGHES PARKWAY STE. 200
LAS VEGAS, NEVADA 89109

VAR-35746
SUP-35744
10/08/09 PC

SMOKE RANCH AND JONES

6000 SMOKE RANCH ROAD, LAS VEGAS, NEVADA 89108



LOCATION MAP

EXISTING VIEW

VIEW 2

SPECTRUM
8905 W. POST ROAD SUITE 100 LAS VEGAS, NEVADA 89148
OFFICE: (702) 367-7705
FAX: (702) 367-8733

at&t
3763 HOWARD HUGHES PARKWAY STE. 200
LAS VEGAS, NEVADA 89109

RECEIVED
AUG 25 2009

VAR-35746
SUP-35744
10/08/09 PC

Project Justification Letter

AT&T LSVGNVL680
Stealth Cupola Rooftop Extension
Smoke Ranch and Jones
6000 Smoke Ranch Road
Las Vegas, NV 89108
APN # 138-13-401-003

Submitted to:

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Submitted by:

John Wright
Black & Veatch for AT&T Mobility
6 Sunset Way, Suite B108
Henderson, NV 89014
702-241-4917

RECEIVED
AUG 25 2009

VAR-35746
SUP-35744
10/08/09 PC

Introduction

AT&T Wireless requires a cell tower on the northeast corner of Smoke Ranch & Jones to provide residents, visitors and travelers with high quality, reliable wireless communications for personal, business and emergency uses through its' wireless network.

AT&T has a fully executed lease agreement with the land owner to place the proposed stealth wireless facility on the property.

Site Data

There is currently one existing tower in the parking lot at this location. It is a flag pole design with Sprint/Nextel in its available antenna locations. This pole is not design to extend and is not tall enough to accommodate AT&T's design requirements for collocation.

Cricket Wireless currently has three antennas located on the rooftop of the building. Our proposed design will provide for the relocation of Crickets antennas from their current exposed location to a more concealed "flush mount" design.

AT&T was previously denied a Special Use Permit to place a new 70' Stealth Monopine in the parking lot next to the existing Flag Pole tower. It was the opinion of Staff and the Planning Commission that another tower on the parcel, along with the proposed design of that tower, created too much of a visual obstruction on the parcel. We feel that this design addresses those concerns and improves the current wireless installation on the building.

Subsequently, AT&T was denied a CUP for this rooftop cupola extension (SDR-34405). Staff stated the need for a Major Modification to an approved Site Development Plan Review for the increase in height of the building (39') and a Variance for the setback from residential (120' where 177' is required).

Site Design

We have modified the design from that submitted for the CUP to be narrower to reduce the profile.

AT&T Wireless proposes to extend the existing front and center cupola on the building by 20'. AT&T will place it's antennas inside the new extension. We will also relocate Crickets antennas from their current exposed "popsicle stick" installation to a flush mount location, reducing their profile.

AT&T will place it' radio equipment in the ground floor lease space directly below the cupola where they will not be visible and will not occupy any parking spaces.

The base of the proposed cupola extension is 110' 7" from the nearest residential parcel to the north.

Request

AT&T Wireless respectfully requests the approval of its' 20' stealth cupola extension.

Overall placement and construction of the application will remain consistent with standards and aesthetics outlined in the City of Las Vegas codes and ordinances. The proposed stealth cupola will match the exiting architecture and color schemes of the exiting building.

VAR-35746
SUP-35744
10/08/09 PC

Submittal

All necessary documentation required by the City of Las Vegas Planning and Development Department, along with this narrative, is being submitted for processing as outlined in the City's zoning ordinance pertaining to Wireless Communications.

Summary

AT&T is applying for this building extension in order to develop and construct a clean, viable facility. This facility will expand wireless coverage for AT&T Wireless customers living, working and visiting Clark County.

AT&T Wireless is committed to developing the best wireless system for its customers while working cooperatively with the City of Las Vegas to reduce the visual impact of its facilities. AT&T Wireless will maintain thorough, meticulous and ethical design and construction standards at all times.

Thank you for your consideration.

John Wright-702-241-4917

VAR-35746
SUP-35744
10/08/09 PC

RECEIVED
CITY CLERK

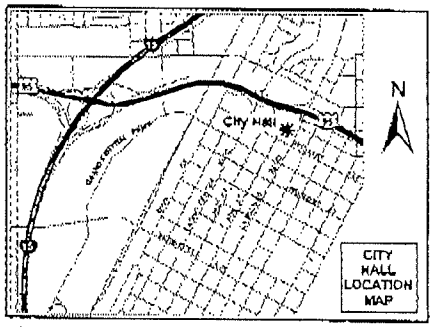
2009 OCT 26 A 7:52

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 OCT 23 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.

VAR-35746 & SUP-35744

City Council Meeting of 11/4/2009

FUQUAY R W & TERESITA
5821 W BARTLETT AVE
LAS VEGAS NV 89108-3231

APN#13824118007

HAWDS11 89108

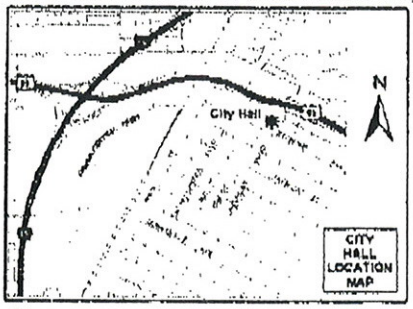
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

FAX TO:
702-385-7268

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

$ 00.41

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 07 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

13813401001 Case: VAR-35746
SOUTHWEST PRODUCTS CO
17128 ROSETON AVE
ARTESIA CA 90701-2644

Please use available blank space on card for your comments.
VAR-35746 & SUP-35744 THIS IS RESIDENTIAL AREA
Planning Commission Meeting of 10/8/2009 I DO NOT WANT TO
NO MORE CELL TOWER LOOK AT CELL TOWER
ANTENNAS, IN MY BACK YARD FOR A View! I DID NOT BUY A
HOUSE TO LOOK AT CELL
TOWER
NO WAY

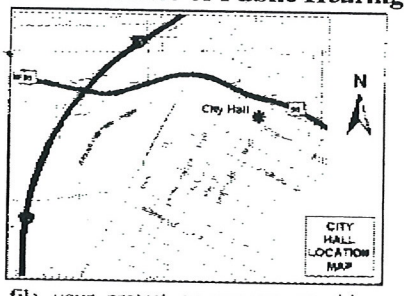
GAVDES 1 1 90701

Submitted after final agenda

Date 10/7/09 Item 15P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-35746 & SUP-35744

Planning Commission Meeting of 10/8/2009

$ 00.41

RECEIVED
SEP 29 2009

Case: VAR-35746

13824118028
HALIF MENASHE & E JT REV LIV TR
5363 GEYSER AVE
TARZANA CA 91356-3308

GAVDS11 91356

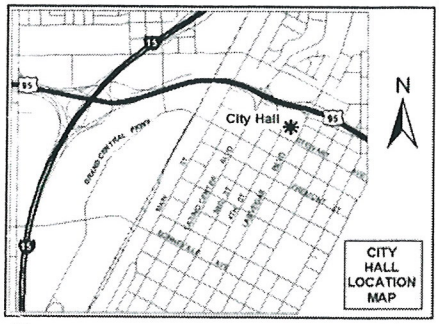
15P

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
SEP 24 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-35746 & SUP-35744

Planning Commission Meeting of 10/8/2009

RECEIVED
SEP 30 2009

Case: VAR-35746
13824117004
LEE EVERETT & MARIESSA
3133 MANTI PEAK AVE
NO LAS VEGAS NV 89081-6549

CAVDS11 89081

15A

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

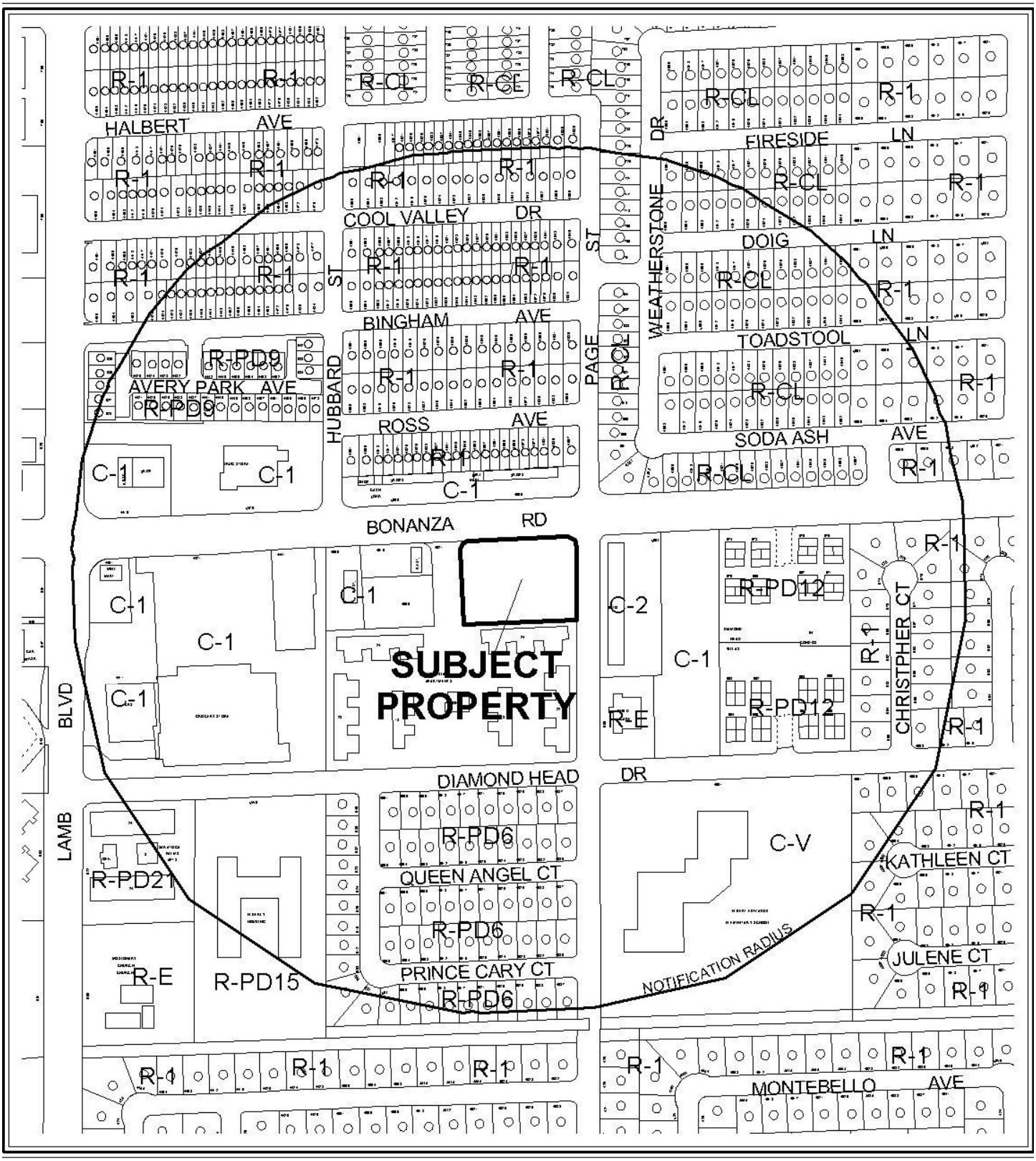
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-35754 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW 19 PARKING SPACES WHERE 26 PARKING SPACES ARE REQUIRED FOR A PROPOSED GOVERNMENT FACILITY (FIRE STATION) on 1.45 acres at 4551 East Bonanza Road (APN 140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**3**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 17



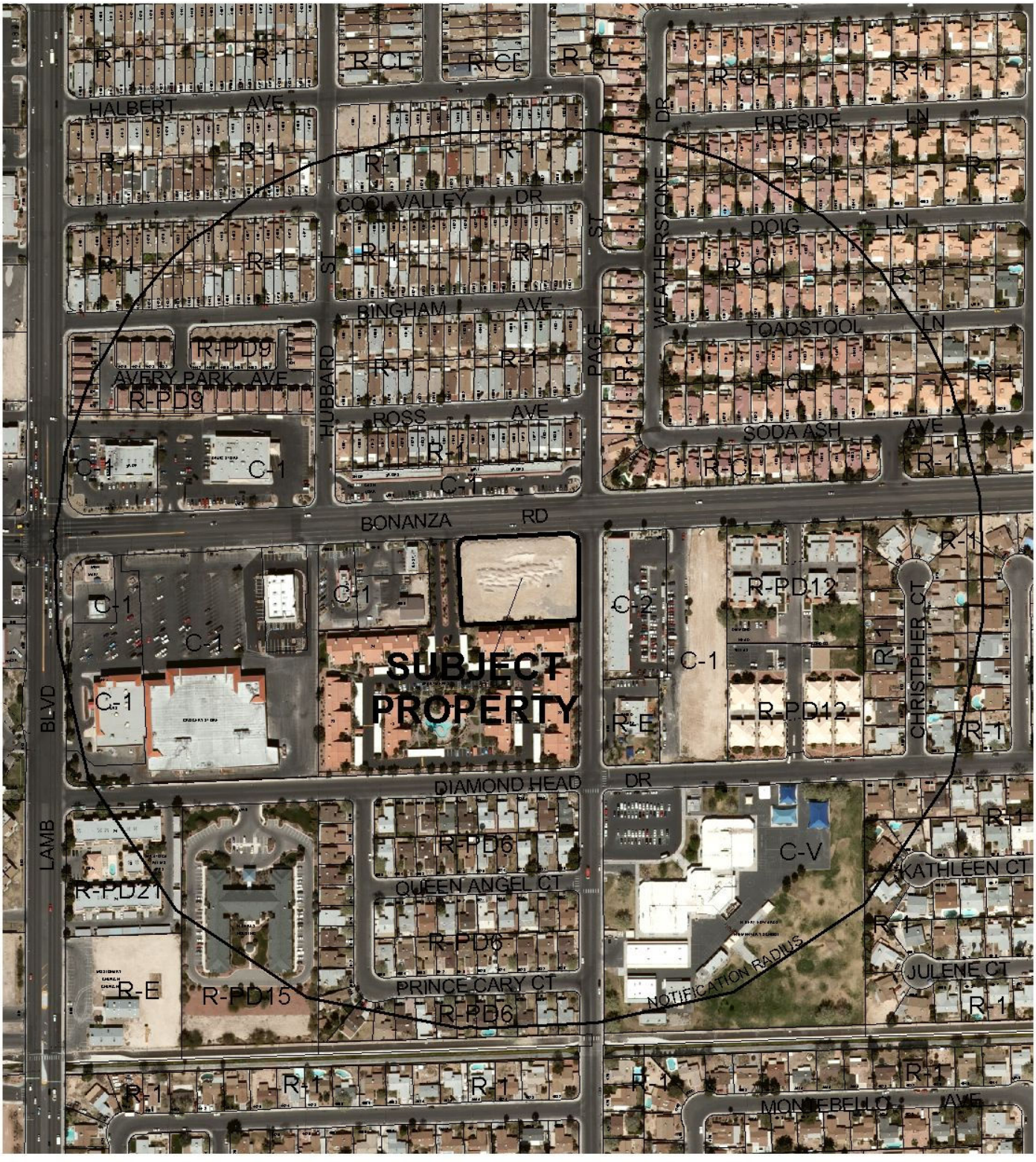
0 300 600 Feet

CASE: VAR-35754

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: VAR-35754

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-35754 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Site Development Plan Review (SDR-35751) 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 19 parking spaces where 26 are required for a proposed 7,600 square-foot Fire Station on an undeveloped lot at 4551 East Bonanza Road. This represents a 27% deviation from standard. Staff can support the Variance request, as the parking provided is adequate to meet the maximum staffing level for the fire station, as well as the limited number of visitors expected at the site. If this application is denied, the site would have to be redesigned to comply with Title 19 and the companion Site Development Plan Review (SDR-35751) would have to be denied.

Issues

- Approval of this request is necessary for the approval of a companion Site Development Plan Review (SDR-35751) for a proposed 7,600 square-foot Fire Station.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/04/95	The City Council approved a request for reclassification (Z-0145-94) of property located on the south side of Bonanza Road and the west side of Page Street from R-E (Residences Estates) to C-1 (Limited Commercial) associated with a proposed mini-storage facility. Planning Commission and Staff recommended approval.
05/26/98	The City Council approved a request for a Rezoning (Z-0018-98) on property located on the south side of Bonanza Road from R-E (Residence Estates) to C-1 (Limited Commercial) associated with a proposed commercial office and retail center use. Planning Commission and Staff recommended approval.
03/21/07	The City Council approved a request for a Site Development Plan Review (SDR-19116) for a one-story, 15,119 square foot child care center at 4551 East Bonanza Road. Planning Commission and Staff recommended approval. The Site Development Plan Review (SDR-19116) expired on 03/21/09.
03/21/07	The City Council approved a request for a Variance (VAR-19297) to allow a proposed building 11 feet from the rear property line where 20 feet is the minimum setback required at 4551 East Bonanza Road. Planning Commission and Staff recommended approval. The Variance (VAR-19297) expired on 03/21/09.
02/26/09	A deed was recorded for change of ownership at 4551 East Bonanza Road.
10/08/09	The Planning Commission recommended approval of companion item SDR-35751 concurrently with this application. The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #17/gk).

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
08/12/09	The Planning and Development Department met with the applicant and reviewed the requirements for a Site Development Plan Review and Variance application. • A Variance for the required on-site parking was discussed. • Public Works, Fire and Traffic concerns were also discussed.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
09/03/09	Staff conducted a field inspection and noted a well maintained undeveloped lot.

Details of Application Request	
Site Area	
Net Acres	1.45 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
South	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Auto Repair Garage, Major	GC (General Commercial)	C-2 (General Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Government Facility	7,600	1:300	24	2	18	1	
Total			26		19		N

ANALYSIS

Per Title 19.04, a Government Facility requires one space per 300 square feet of gross floor area, resulting in the need for 26 spaces, two of which are required to be handicap accessible. The site plan depicts a total of 19 spaces, including one handicap accessible space, which is a 27% deviation from the standard. Staff can support the request for the parking Variance (VAR-35754) as a fire station is unlike a traditional government facility in that it will provide both work and living space for a specific number of employees, with minimal public access. The facility is expected to house no more than 12 firefighters at any time, and the parking provided is adequate.

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."

The Variance is appropriate given the unique function of the facility and the maximum staffing level of the proposed fire station, and will not jeopardize the health or safety of the general public; therefore, staff is recommending approval of the request.

PLANNING COMMISSION ACTION

There were additional protests and approvals submitted for this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

ASSEMBLY DISTRICT 14

SENATE DISTRICT 10

NOTICES MAILED 473 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-35754 APN: 140-32-101-005

Name of Property Owner: City of Las Vegas

Name of Applicant: Samuel D. Tolman, AIA, NCARB

Name of Representative: Samuel D. Tolman, AIA, NCARB

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Robin Yoakum

Print Name: Robin YOAKUM

Subscribed and sworn before me Christina Strong

This 25th day of August, 2009

Christina Strong

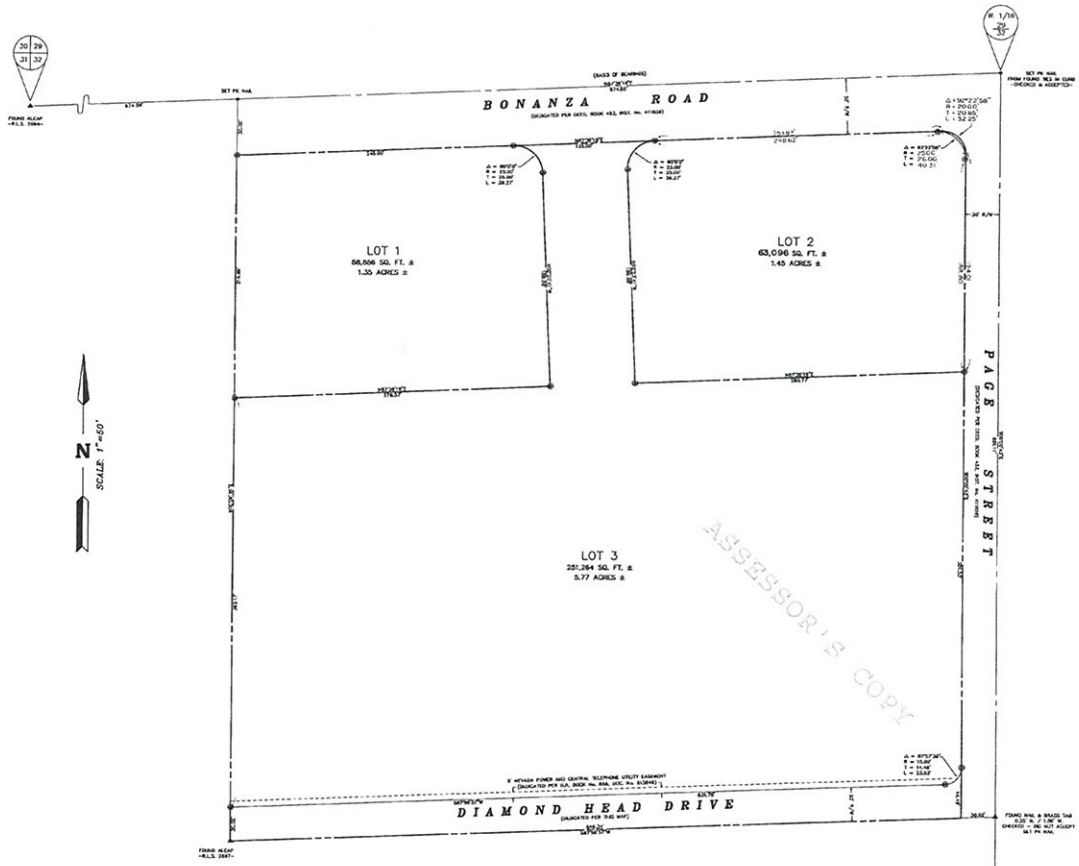
Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

RECEIVED
AUG 25 2009

BOOK 890719

00619



SURVEYOR'S CERTIFICATE

I, EUGENE HOUSTON, A REGISTERED LAND SURVEYOR IN THE STATE OF NEVADA, ACTING AS AGENT FOR ENGINEERS & SURVEYORS, INC., CERTIFY THAT THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF R. V. JONES CORPORATION. THE LANDS SURVEYED LIE WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECT. 32, T. 20 S., R. 62 E., M.D.M.. THE SURVEY WAS COMPLETED ON APRIL 6, 1989. THIS PLAT COMPLIES WITH APPLICABLE STATE STATUTES AND ALL LOCAL ORDINANCES. THE MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED.

Eugene Houston
EUGENE HOUSTON
REGISTERED LAND SURVEYOR
NEVADA CERTIFICATE No. 8186

EUGENE HOUSTON 6/14/89 No. 8186

OWNER'S CERTIFICATE & DEDICATION

R. V. JONES CORPORATION DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LAND SUBDIVIDED WITHIN THE BOUNDARY SHOWN HEREON, DOES CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP, HAS CAUSED THE LAND TO BE SURVEYED AND PLATTED INTO PARCELS AND PUBLIC STREETS SHOWN HEREON, AND DOES HEREBY OFFER AND DEDICATE ALL PUBLIC STREETS AS SHOWN HEREON TO THE CITY OF LAS VEGAS FOR THE USE OF THE PUBLIC AND PERMANENT EASEMENTS AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN PUBLIC UTILITIES AND SUCH STREET GRADING AND DRAINAGE AS REQUIRED PER N.R.S. 278.510 THROUGH 278.630.

R. V. JONES CORPORATION

Robert V. Jones
ROBERT V. JONES

ACKNOWLEDGEMENT

STATE OF NEVADA

COUNTY OF CLARK

ON THIS 16TH DAY OF JUNE 1989, ROBERT V. JONES APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE OWNER'S CERTIFICATE.

MARK A. HEROT NOTARY PUBLIC - STATE OF NEVADA Appointment Recorded in Clark County No. appointment expires July 20, V. 1991

Mark A. Herot
MARK A. HEROT
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES OCTOBER 17, 1992

APPROVALS

THIS IS TO CERTIFY THAT THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT, CITY OF LAS VEGAS ON THIS 13TH DAY OF July, 1989 DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT IN BEHALF OF THE PUBLIC THIS MAP AND ANY TERMS OF THE OFFER OF DEDICATION PER N.R.S. 278.010 THROUGH 278.630

HAROLD P. FOSTER – DIRECTOR

CARL D. PETERSON, RLS 6204 – PUBLIC WORKS

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., WHICH BEARS NORTH 87°36'19" EAST AS SHOWN BY MAP IN THE OFFICE OF THE CLARK COUNTY RECORDER IN FILE 48 OF RECORDS OF SURVEY ON PAGE 90.

PM-38-89

VICINITY MAP

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDERS CUMULATIVE MAP INDEX. NRS 278.5695

LEGEND

- ▲ FOUND MONUMENT AS INDICATED
- ● SET 5/8" REBAR W/ALUM. CAP R.L.S. 8186
- • SET MONUMENT AS INDICATED
- 27 LOT NUMBER
- R/W RIGHT-OF-WAY
- CENTERLINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE

ESI ENGINEERS & SURVEYORS INC.
7019 W. CHARLESTON BLVD. LAS VEGAS, NEVADA 89117 (702)383-8415

PARCEL MAP
FOR
R. V. JONES CORPORATION
A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M.

DRAWN: SCF	DESIGN: SCF	CHKD: GENE	DATE: 6/89
W.O. No. 5480	H.SCALE: 1"=50'	V.SCALE:	SHEET 1 OF 1

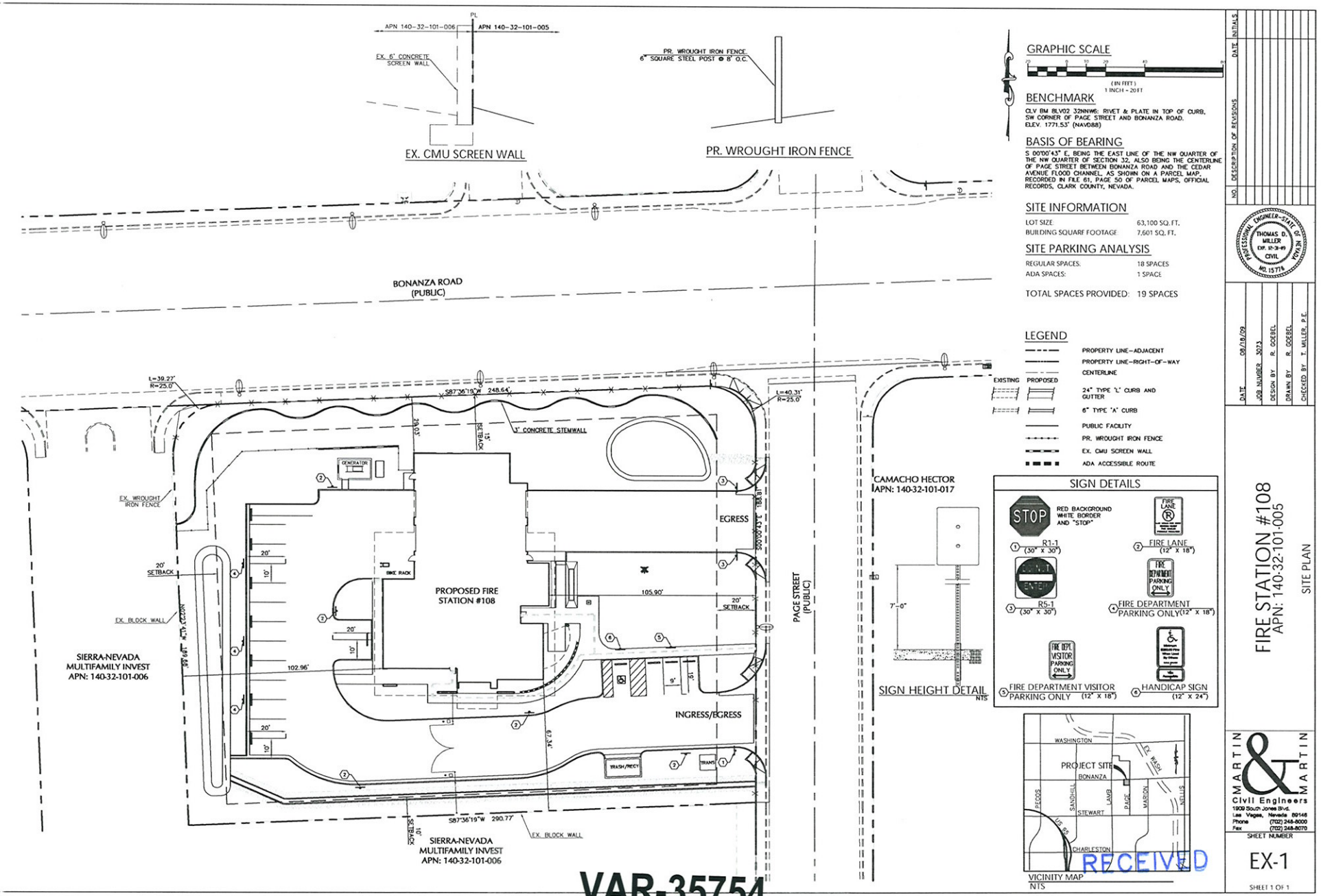
No. 00619
FILED AT THE REQUEST OF:
ENGINEERS & SURVEYORS, INC
DATE 7/19/89 AT 12:44 M
FILE 061 PAGE 0050
OF PARCEL MAPS
OFFICIAL RECORDS BOOK No.
890719
CLARK COUNTY, NEVADA RECORDS
JOAN L. SWIFT, RECORDER
FEE 10.00 DEPUTY CJK

PARCEL FILE 61 PG 50

VAR-35754
10/08/09 PC

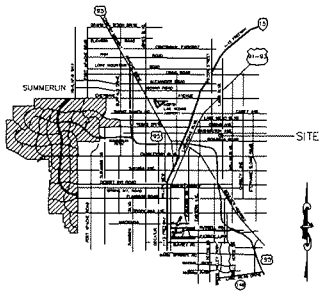
FILE 061 PAGE 0050

RECEIVED
AUG 25 2009



VAR-35754
10/08/09 PC

RECEIVED
AUG 25 2009



VICINITY MAP

PLANTING AREAS: DECOMPOSED GRANITE SHALL BE INSTALLED IN ALL PLANTING AREAS. INSTALL 3/8" MINUS 2" DEEP. ("MINERAL PARK" CHERRY MIST) - 60% AGGREGATE, 40% FINES.

BOULDERS: "MINERAL PARK" (CHERRY MIST) SIZE 3' AND 4'. ORIENT FOR BEST APPEARANCE.

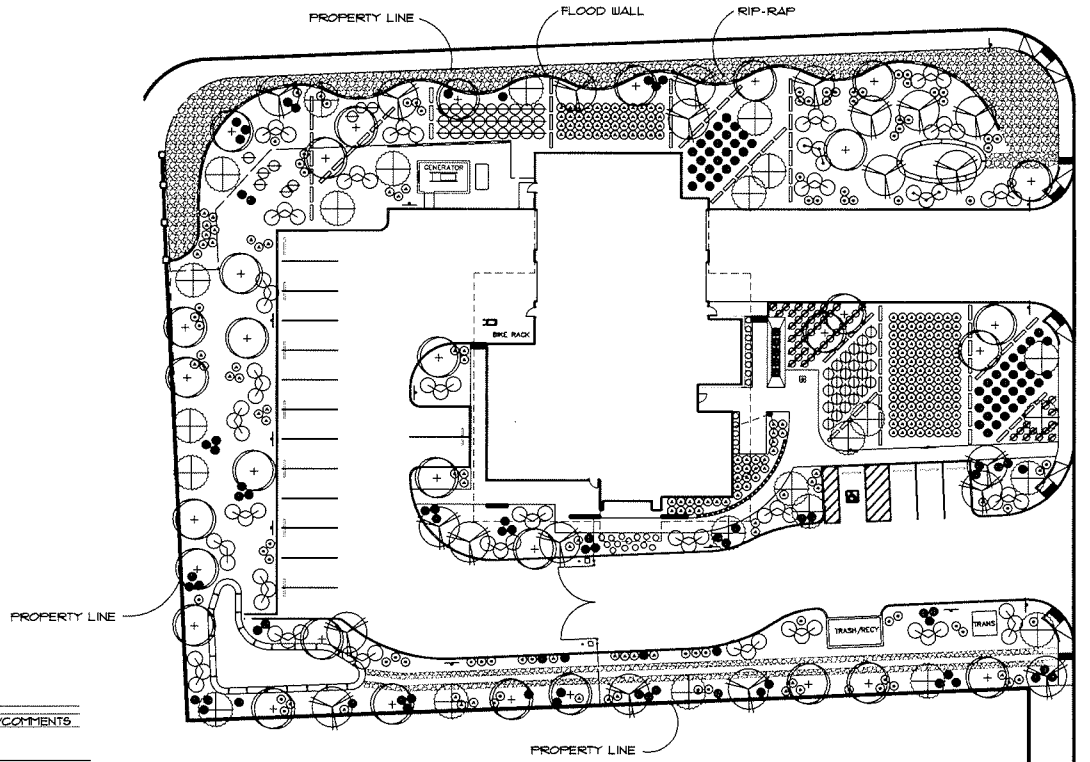
MISCELLANEOUS

DECOMPOSED GRANITE SOURCE:
MINERAL PARK DECORATIVE ROCK
8275 N. MINERAL PARK ROAD
KINGMAN, AZ 86413
(702) 275-1371 CONTACT: ROBIN MICKELSON

PLANT MATERIAL SOURCE:
MONROVIA GROWERS
P.O. BOX 1385
AZUSA, CA 91702-1385
(800) 999-9321

PLANT SCHEDULE

SYMBOL	QTY.	SIZE	BOTANICAL/COMMON NAME	COMMON NAME	SPACING/COMMENTS
TREES					
	17	36" BOX	CERCIDUM 'DESERT MUSEUM'	MUSEUM PALO VERDE	STANDARD
	35	36" BOX	ACACIA STENOPHYLLA	SHOESTRING ACACIA	STANDARD
	31	36" BOX	VITEX AGNUS-CASTUS	CHASTE TREE	STANDARD
SHRUBS & GROUNDCOVER					
	25	5 GAL.	CASSIA NEMOPHILA	GREEN CASIA	5'-0" O.C.
	54	5 GAL.	DASYLIRION TEXANUM	GREEN DESERT SPOON	4'-0" O.C.
	42	5 GAL.	FOUQUIERIA SPLENDENS	OCOTILLO	3'-0" O.C.
	73	5 GAL.	HESPERALOE PARVIFLORA	RED YUCCA	3'-0" O.C.
	63	5 GAL.	HESPERALOE PARVIFLORA	YELLOW YUCCA	4'-0" O.C.
	214	5 GAL.	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	3'-0" O.C.
	26	5 GAL.	MUH. CAPILLARIS 'REGAL MIST'	REGAL MIST DEER GRASS	3'-0" O.C.
	76	12"W X 12"H X 6' LONG SANDSTONE BLOCKS			



Landscape Plan

Scale: 1"=20'-0"

NORTH

PLANTING NOTES:

1) Contractor shall be responsible for all permits, coordination, scheduling, utility verification and damage to other trades and/or utilities, as per contract general conditions.

2) Contractor shall verify all site conditions and report any and all discrepancy to the Landscape Architect and Construction Project Representative prior to starting construction.

3) Contractor shall verify locations of existing underground utilities prior to start of construction. Call before you Dig 1-800-227-2600.

4) Contractor shall limit work areas to that shown on the drawings.

5) Contractor shall perform finish grading modifications to areas requiring grading, or as directed by the Construction Project Representative. Grade areas smooth to minimize irregularities and low spots.

6) Layout of all plant material in planting areas shall be approved by the Construction Project Representative prior to installation. Coordinate these areas with irrigation layout.

7) Plant quantities are for convience only. CONTRACTOR IS RESPONSIBLE TO VERIFY.

8) See details and specifications for planting procedures.

9) See details and specifications for decomposed granite procedures.

10) Contractor shall excavate and remove all caliche encountered during planting operations. Excavate to the required depth as indicated on the drawings. Remove and properly dispose of excavated caliche from site.

Avoid cutting underground utility lines. It's easily.
Call before you Dig.
1-800-227-2600

VAR-35754
SDR-35751
10/08/09 PC - REVISED

SEP 0 2 2009

DEPARTMENT OF PUBLIC WORKS

CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD & PAGE ST)
Landscape Plan

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-5836
FAX: (702) 382-5232
TDD: (702) 366-9109

DRAWN	CLEMB
FILE	TsMDS-L2
DATE	8/14/09
SCALE	1"=20'-0"
DWG NO	081534108
CLV DWG NO	630-107
SHT NO	L2

VAR-35754 - APPLICANT/OWNER: CITY OF LAS VEGAS
4551 EAST BONANZA ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

VAR-35754 - APPLICANT/OWNER: CITY OF LAS VEGAS
4551 EAST BONANZA ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

VAR-35754 - APPLICANT/OWNER: CITY OF LAS VEGAS
4551 EAST BONANZA ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

VAR-35754 - APPLICANT/OWNER: CITY OF LAS VEGAS
4551 EAST BONANZA ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

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

JORGE CERVANTES
PUBLIC WORKS DIRECTOR

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

OFFICE 702.229.6535

FAX 702.384.4846

TDD 702.386.9108

www.lasvegasnevada.gov

August 24, 2009

HAND DELIVERED

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

SUBJECT: Justification Letter for the request for parking variance of CLV Fire Station #108.

To whom it may concern:

This is to serve as a justification letter for City of Las Vegas Fire Station #108, located on a portion of the property at the intersection of Bonanza Road and Page Street; assessors parcel no 140-32-101-005.

The City of Las Vegas is building this fire station in order to keep up with the growing demands for providing fire and life safety services to the citizens of the Las Vegas valley and in order to maintain their present ISO Class 1 insurance rating. The fire station will be designed as a sustainable facility to attain LEED Silver certification to comply with the City Council's resolution for all new City facilities. The fire station is located on a parcel of land that has a zoning designation of C-1, with a general plan designation of Service Commercial (SC). As we understand it, the (SC) designation allows low to medium intensity retail, office, other commercial uses that serve primarily local area patrons such as neighborhood shopping centers, theaters and other places of public assembly and public or semi-public use. It is our understanding that although governmental facilities such as fire stations are not expressly stated in the general plan, that the use is inferred.

Parking: The C-PB zoning designation requires 1 parking space per 300 square feet of building space. This would require that 26 parking spaces be provided for our 7,600 s.f. fire station. We are providing a total of 19 parking spaces for this project as the total maximum occupant load will be12 persons for this facility. The amount of parking we are providing will meet the needs of the fire station personnel during shift change and will also accommodate the parking needs for members of the public who occasionally visit the fire station. The fire department has approved the number of parking spaces provided at this facility.

Sincerely,

Erik Singman
Designer, CLV Office of Architectural Services

Enc: 1. Site Plan - 24X36 in size.
2. Site Plan - 8.5x11 in size.
3. Justification Letter

VAR-35754
10/08/09 PC - REVISED

SEP 0 2 2009

4. Deed & Legal Description
5. Copy of assessors parcel map
6. Application/Petition Form w/ original signature.
7. Pre-Application Submittal Checklist.
8. Statement of Financial Interest, w/ original signature.

VAR-35754
10/08/09 PC - REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

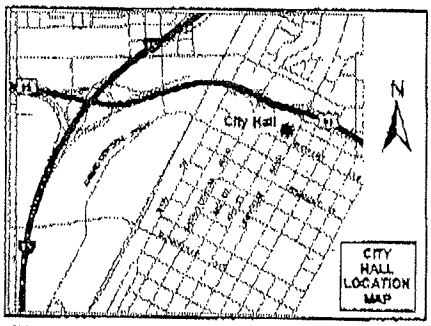
PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 23 2009
MAILED FROM ZIP CODE 89101

2009 OCT 26 A 7:52

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.

VAR-35754 & SDR-35751
City Council Meeting of 11/4/2009

LAJONCHERE MARIA R
GONZALEZ JULIO M
4524 COOL VALLEY DR
LAS VEGAS NV 89110-2377

APN#14029411050

OCT-25-2009 10:13 AM P.01

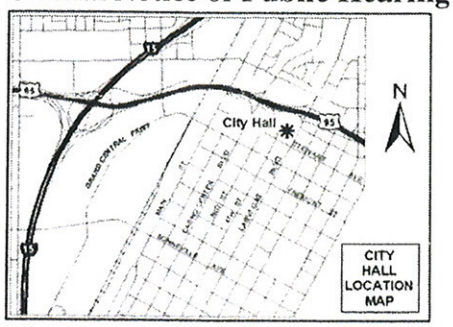
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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 $ 00.41[4]
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 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-35754 & SDR-35751

Planning Commission Meeting of 10/8/2009

Case: VAR-35754

14029411027
DIVINE WILLIAM
14609 SATICOY ST #31
VAN NUYS CA 91405-1337

CAVDS11 91405

Submitted after final agenda

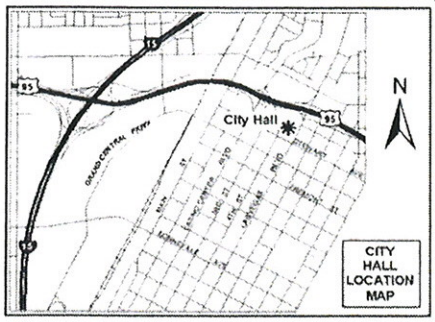
Date 10/5/09 Item 17P

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
SEP 24 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-35754 & SDR-35751
Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: VAR-35754
14029413016
DAGUIO EMETERIO G & AGNES
4517 SODA ASH AVE
LAS VEGAS NV 89110-5477

GAVDS11 89110

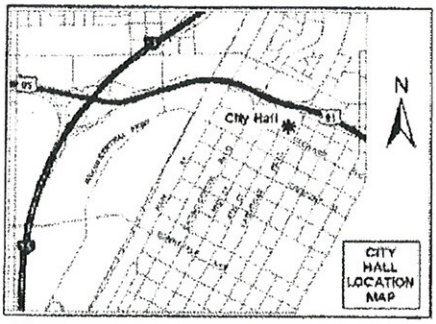
Submitted after final agenda
Date 10/5/09 Item 17A

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 SEP 24 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-35754 & SDR-35751
Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: VAR-35754
14032102002
D T MARK PROPERTIES L L C
16161 VENTURA BLVD #435
ENCINO CA 91436-2522

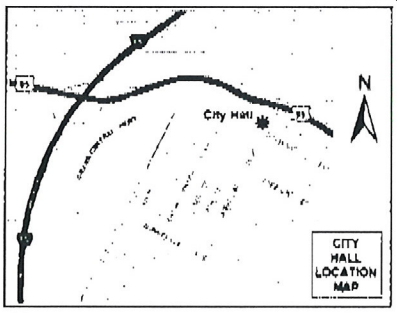
NOT ALWAYS A NIMBY

Submitted after final agenda

Date 10/5/09 Item 17A

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



RECEIVED
SEP 29 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: VAR-35754

14032111044
GARCIA MONTANA L
4605 DIAMOND HEAD DR
LAS VEGAS NV 89110-3417

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35754 & SDR-35751
Planning Commission Meeting of 10/8/2009

GAV0511 89110

17A

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:

SDR-35751 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-35754 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 7,600 SQUARE-FOOT GOVERNMENT FACILITY (FIRE STATION) WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER BETWEEN THE SIDEWALK AND BACK OF CURB WHERE FIVE FEET IS REQUIRED ALONG ARTERIAL STREETS ONE HUNDRED FEET AND WIDER (BONANZA ROAD) on 1.45 acres at 4551 East Bonanza Road (APN 140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

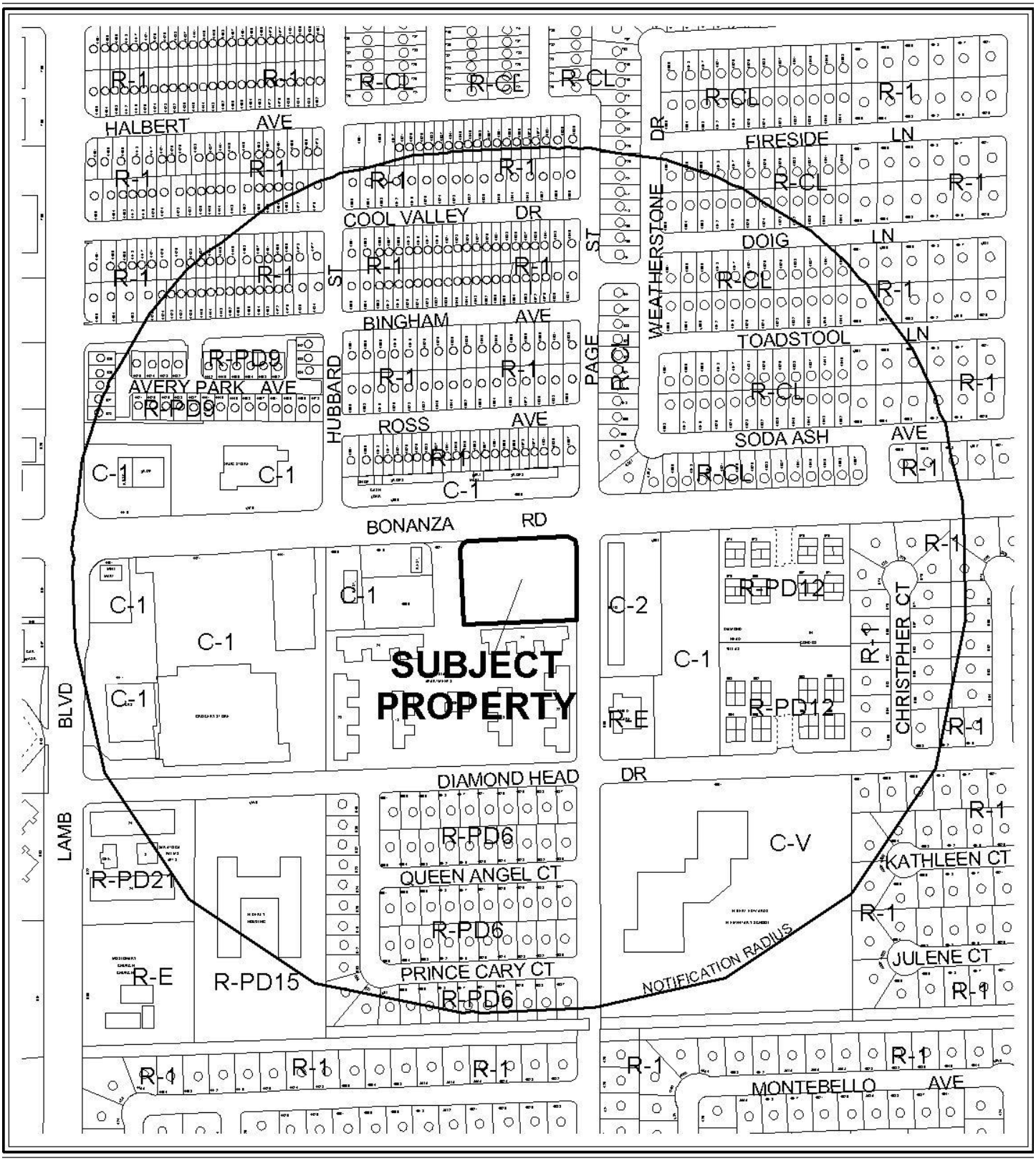
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 18



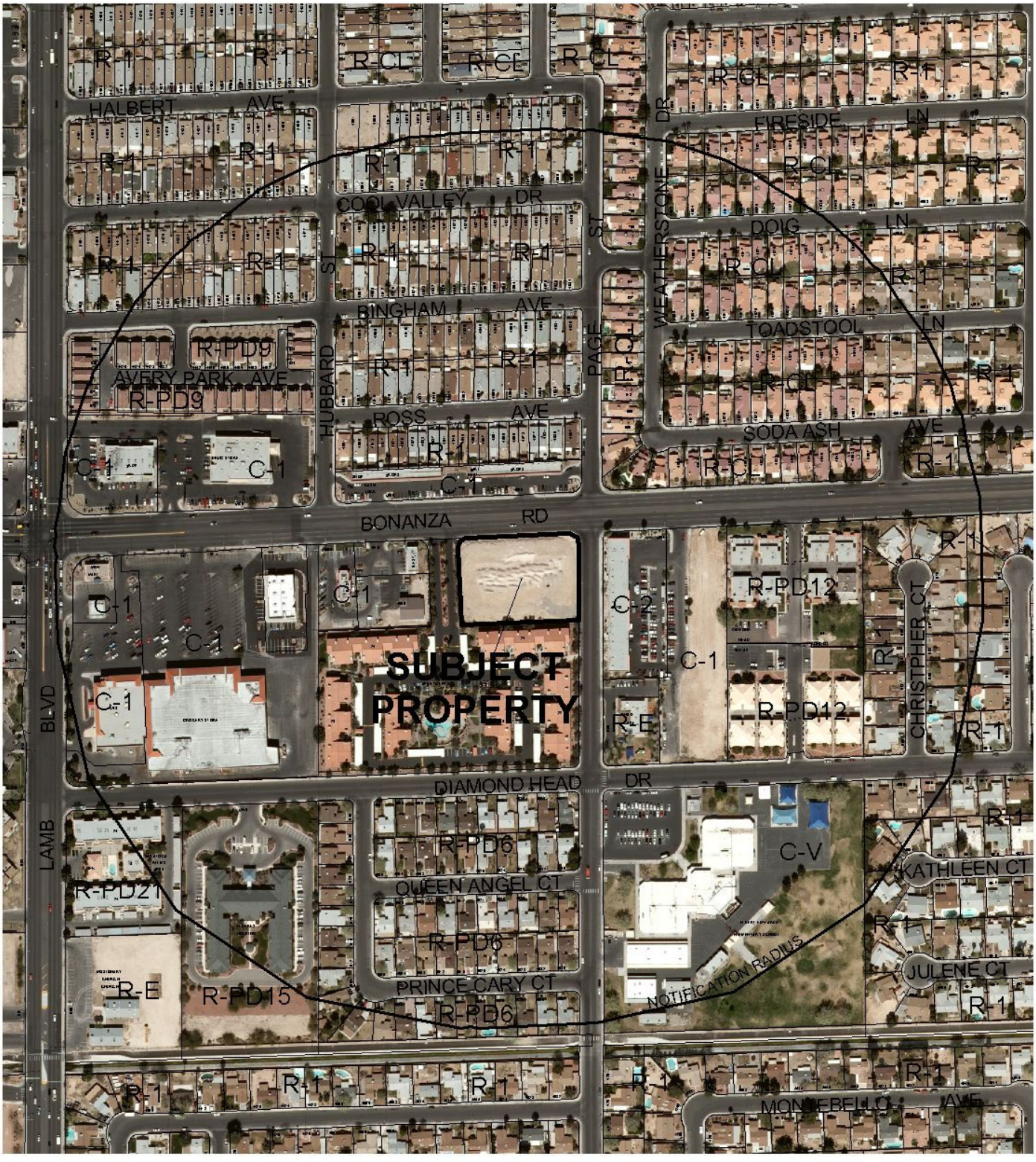
0 300 600 Feet

CASE: **SDR-35751**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-35751**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-35751 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. Conformance to the conditions for Variance (VAR-35754) if approved.

2. No phasing shall be permitted; all landscaping must be planted prior to the issuance of a Certificate of Occupancy.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan, floor plan, and building elevations, date stamped 08/25/09, and the landscape plan date stamped 09/02/09 except as amended by conditions herein.

5. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

6. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

7. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. 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.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Construct all incomplete half-street improvements on Bonanza Road (sidewalk) adjacent to this site concurrent with development of this site.

14. Remove all substandard public street improvements adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

15. 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.

16. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing final grade 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.

17. Site development to comply with all applicable conditions of approval for Z-18-98 and all other site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed 7,600 square-foot Fire Station with a Waiver of the Title 19.12.040(F) Perimeter Landscape Buffer Requirements to allow a zero-foot landscape buffer separating the sidewalk from the back of street curb along Bonanza Road where a five-foot wide landscape buffer is required on an undeveloped lot at 4551 East Bonanza Road. The proposed fire station is meant to keep up with the growing demand for providing life safety services to the citizens of the Las Vegas Valley. The fire station is to be constructed on 1.45 acres and will be designed as a sustainable facility to attain LEED Silver certification. If this application is denied, approval of a new Site Development Plan Review would be required prior to development of the site. The proposed Fire Station is harmonious and compatible with the surrounding land uses; therefore, staff is recommending approval of this application.

Issues

- Approval of a companion Variance (VAR-35754) to allow 19 parking spaces where 26 are required is necessary for this request to be approved. Staff can support the companion Variance request, as the parking provided is adequate to meet the maximum staffing level for the fire station, as well as the limited number of visitors expected at the site.
- The proposed development is not consistent with Title 19.12.040 which requires "any sidewalk along arterial streets one hundred feet and wider to be separated from the back of the street curb by a minimum five-foot wide landscape buffer." The applicant has requested a Waiver to address this issue, and staff can support the request as the existing sidewalk is located at the back of curb for the subject site and adjacent properties.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/04/95	The City Council approved a request for reclassification (Z-0145-94) of property located on the south side of Bonanza Road and the west side of Page Street from R-E (Residences Estates) to C-1 (Limited Commercial) associated with a proposed mini-storage facility. Planning Commission and Staff recommended approval.
05/26/98	The City Council approved a request for a Rezoning (Z-0018-98) on property located on the south side of Bonanza Road from R-E (Residence Estates) to C-1 (Limited Commercial) associated with a proposed commercial office and retail center use. Planning Commission and Staff recommended approval.

03/21/07	The City Council approved a request for a Site Development Plan Review (SDR-19116) for a one-story, 15,119 square foot child care center at 4551 East Bonanza Road. Planning Commission and Staff recommended approval. The Site Development Plan Review (SDR-19116) expired on 03/21/09.
03/21/07	The City Council approved a request for a Variance (VAR-19297) to allow a proposed building 11 feet from the rear property line where 20 feet is the minimum setback required at 4551 East Bonanza Road. Planning Commission and Staff recommended approval. The Variance (VAR-19297) expired on 03/21/09.
02/26/09	A deed was recorded for change of ownership at 4551 East Bonanza Road.
10/08/09	The Planning Commission recommended approval of companion item VAR-35754 concurrently with this application. The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #18/gk).
Related Building Permits/Business Licenses	
There are no related building permits or business licenses associated with the subject site.	
Pre-Application Meeting	
08/12/09	The Planning and Development Department met with the applicant and reviewed the requirements for a Site Development Plan Review and Variance application. • A Variance for the required on-site parking was discussed. • Public Works, Fire and Traffic concerns were also discussed.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
09/03/09	Staff conducted a field inspection and noted a well maintained undeveloped lot.

Details of Application Request	
Site Area	
Net Acres	1.45 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
South	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Auto Repair Garage, Major	GC (General Commercial)	C-2 (General Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following development standards shall apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	188 Feet	Y
Min. Setbacks			
• Front	20 Feet	105 Feet	Y
• Side	10 Feet	63 Feet	Y
• Corner	15 Feet	29 Feet	Y
• Rear	20 Feet	102 Feet	Y
Max. Building Height	N/A	31 Feet	Y
Trash Enclosure	Screened, Gated, with a Roof or Trellis	Screened, Gated, with a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Tree / 6 Spaces	4 Trees	7 Trees	Y
Buffer:				
Min. Trees				
• South, West	1 Tree / 20 Linear Feet	25 Trees	25 Trees	Y
• North, East	1 Tree / 30 Linear Feet	13 Trees	16 Trees	Y
TOTAL		42 Trees	48 Trees	Y
Min. Zone Width				
• South	15 Feet		17 Feet	Y
• West	15 Feet		32 Feet	Y
• North	15 Feet		25 Feet	Y
• East	15 Feet		25 Feet	Y
Wall Height	6-8 Feet		8 Feet	Y

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	
Government Facility	7,600 SF	1:300	24	2	18	1	
TOTAL			26		19		N

Waivers		
Request	**Requirement**	**Staff Recommendation**
A zero-foot landscape buffer separating the sidewalk from the back of street curb along Bonanza Road	5 Feet	Approval

ANALYSIS

The site complies with all Title 19 requirements with the exception of required landscaping and parking. Per Title 19.04, a Government Facility requires one space per 300 square feet of gross floor area, resulting in the need for 26 spaces, two of which are required to be handicap accessible. The site plan depicts a total of 19 spaces, including one handicap accessible space, which is a 27% deviation from standard. A companion Variance (VAR-35754) has been submitted to address this issue.

Per Title 19.12.040, sidewalks along arterial streets 100-feet and wider shall be separated from the back of the street curb by a minimum of five feet of landscape buffer area. The landscape plan depicts a zero-foot landscape buffer, which is a five foot deviation from standard. The applicant has requested a Waiver to address this issue. Staff can support the requested Waiver as the proposed landscape plan conforms to the surrounding properties to the north, east, and west, which also do not provide a landscape buffer between the sidewalk and Bonanza Road.

Per Title 19.10, the On-Site Parking Lot Landscaping Standards require one parking lot landscape island for every six parking spaces and one 24-inch box tree for every landscape island. The landscape plan depicts an acceptable alternate design in which the required parking lot landscape islands are omitted but the required 24-inch box trees for every landscaped island are provided along the west landscape buffer adjacent to the parking stalls. These added trees along the west buffer are in excess of the trees already required per Title 19.12 Perimeter Landscape Buffer Standards. The landscape plan is harmonious and compatible with the surrounding area and will not negatively impact the adjacent properties.

The overall site is accessed from Page Street. This street is indicated as a 60-foot Right-Of-Way, and provides adequate access and circulation for pedestrians, vehicles, and fire trucks.

The building is being designed to meet LEED Silver certification, in accordance with the City's Green Building Resolution. The elevations are well articulated by the use of variations in height and massing. The applicant has also included a variety of colors, materials, and windows, including stone veneer and a double lock standing roof seam. The elevations and materials proposed are appropriate and harmonious with the surrounding neighborhood.

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 Fire Station is compatible with adjacent development in the area because it is zoned C-1 (Limited Commercial) and should not negatively impact surrounding land uses.

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 project is consistent with the General Plan. The development does not comply with the parking and landscaping standards of Title 19; however, the applicant has requested a Variance from the parking standards and a Waiver of the landscape requirements in conjunction with this Site Development Plan Review.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site will have access from Page Street. The existing street network will be adequate to serve the proposed use. The site access and on-site circulation will not negatively impact adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building and landscape materials are appropriate for the 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 submitted building elevations create an orderly and aesthetically pleasing environment, and will be harmonious and compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development will be subject to inspection by the City and will not compromise the health, safety and welfare of the general public.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

ASSEMBLY DISTRICT 14

SENATE DISTRICT 10

NOTICES MAILED 473 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-35751 APN: 140-32-101-005

Name of Property Owner: City of Las Vegas

Name of Applicant: Samuel D. Tolman, AIA, NCARB

Name of Representative: Samuel D. Tolman, AIA, NCARB

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Robin Yoakum

Print Name: Robin Yoakum

Subscribed and sworn before me Christina Strong

This 25th day of August, 2009

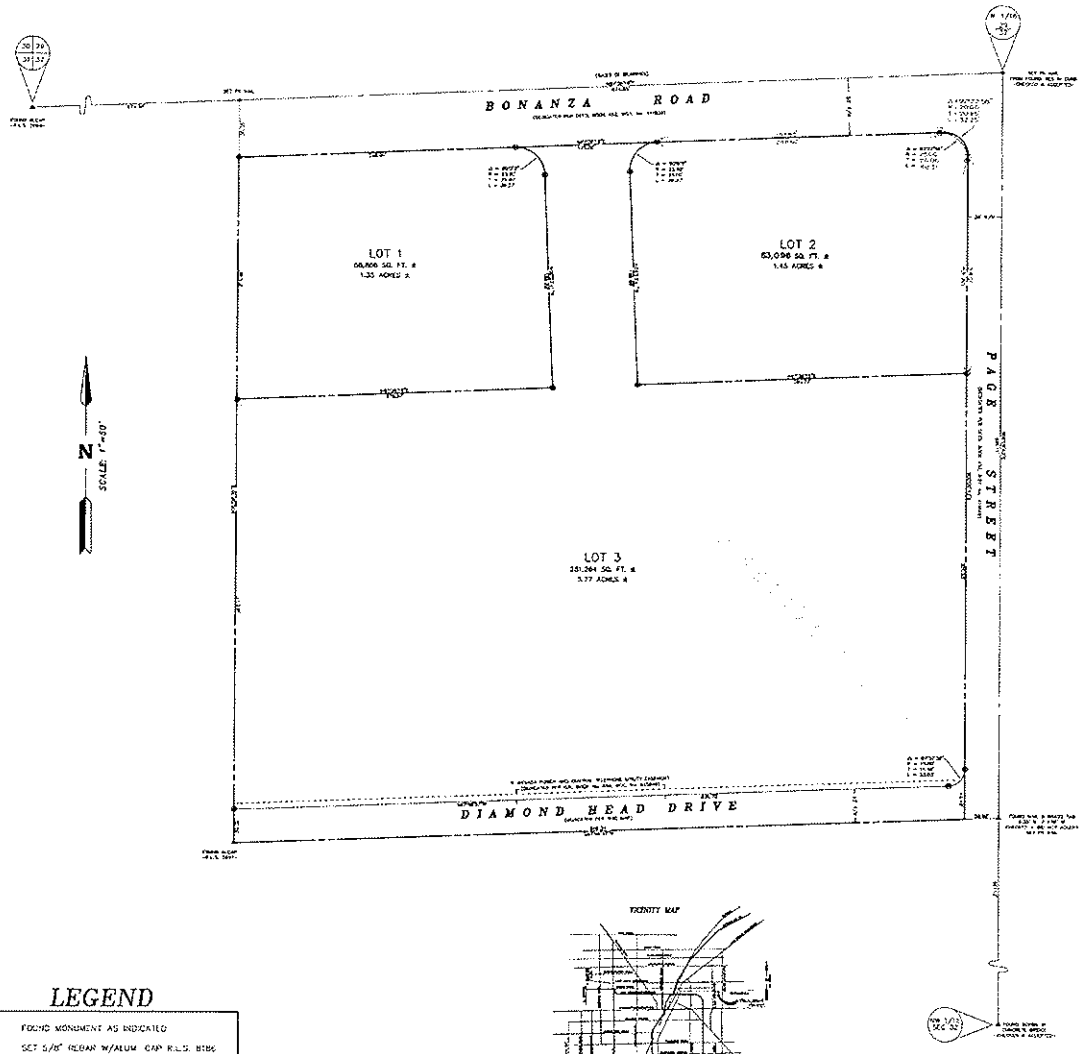
Christina Strong
Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

RECEIVED
AUG 25 2009

BOOK 890719

00619



SURVEYOR'S CERTIFICATE

I, EUGENE HOUSTON, A REGISTERED LAND SURVEYOR IN THE STATE OF NEVADA, ACTING AS AGENT FOR ENGINEERS & SURVEYORS, INC., CERTIFY THAT THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF R. V. JONES CORPORATION. THE LANDS SURVEYED LIE WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECT. 32, T. 20 S., R. 62 E., M.D.M. THE SURVEY WAS COMPLETED ON APRIL 6, 1989. THIS PLAT COMPLIES WITH APPLICABLE STATE STATUTES AND ALL LOCAL ORDINANCES. THE MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED

Eugene Houston
EUGENE HOUSTON
REGISTERED LAND SURVEYOR
NEVADA CERTIFICATE No. 6186

OWNER'S CERTIFICATE & DEDICATION

R. V. JONES CORPORATION DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LAND SUBDIVIDED WITHIN THE BOUNDARY SHOWN HEREON, DOES CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP, HAS CAUSED THE LAND TO BE SURVEYED AND PLATTED INTO PARCELS AND PUBLIC STREETS SHOWN HEREON, AND DOES HEREBY OFFER AND DEDICATE ALL PUBLIC STREETS AS SHOWN HEREON TO THE CITY OF LAS VEGAS FOR THE USE OF THE PUBLIC AND PERMANENT EASEMENTS AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN PUBLIC UTILITIES AND SUCH STREET GRADING AND DRAINAGE, AS REQUIRED PER N.R.S. 278.510 THROUGH 278.630.

R. V. JONES CORPORATION

Robert V. Jones
ROBERT V. JONES

ACKNOWLEDGEMENT

STATE OF NEVADA

COUNTY OF CLARK

ON THIS 16TH DAY OF JUNE 1989, ROBERT V. JONES APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE OWNER'S CERTIFICATE

Mark A. Heriot
MARK A. HERIOT
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES OCTOBER 17, 1992

APPROVALS

THIS IS TO CERTIFY THAT THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT, CITY OF LAS VEGAS ON THIS 13th DAY OF July 1989 DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT ON BEHALF OF THE PUBLIC THIS MAP AND ANY TERMS OF THE OFFER OF DEDICATION PER N.R.S. 278.610 THROUGH 278.630

Harold P. Foster
HAROLD P. FOSTER - DIRECTOR

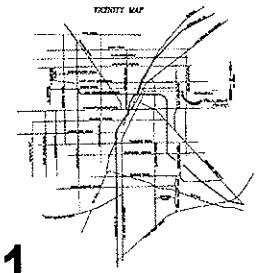
Carl D. Peterson
CARL D. PETERSON, NLS 6706 - PUBLIC WORKS

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., WHICH BEARS NORTH 87°36'15" EAST AS SHOWN BY MAP IN THE OFFICE OF THE CLARK COUNTY RECORDER IN FILE 48 OF RECORDS OF SURVEY ON PAGE 90

PM-38-89

VICINITY MAP



ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDERS CUMULATIVE MAP INDEX
NRS 278.5695

LEGEND

- FOUND MONUMENT AS INDICATED
- SET 5/8" REBAR W/ALUM. CAP R.L.S. 6186
- SET MONUMENT AS INDICATED
- 27 LOT NUMBER
- R/W RIGHT-OF-WAY
- CENTERLINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE

ESI ENGINEERS & SURVEYORS, INC.
1919 W. CHARLESTON BLVD. LAS VEGAS, NEVADA 89102 (702)385-0115

PARCEL MAP
FOR
R. V. JONES CORPORATION

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M.

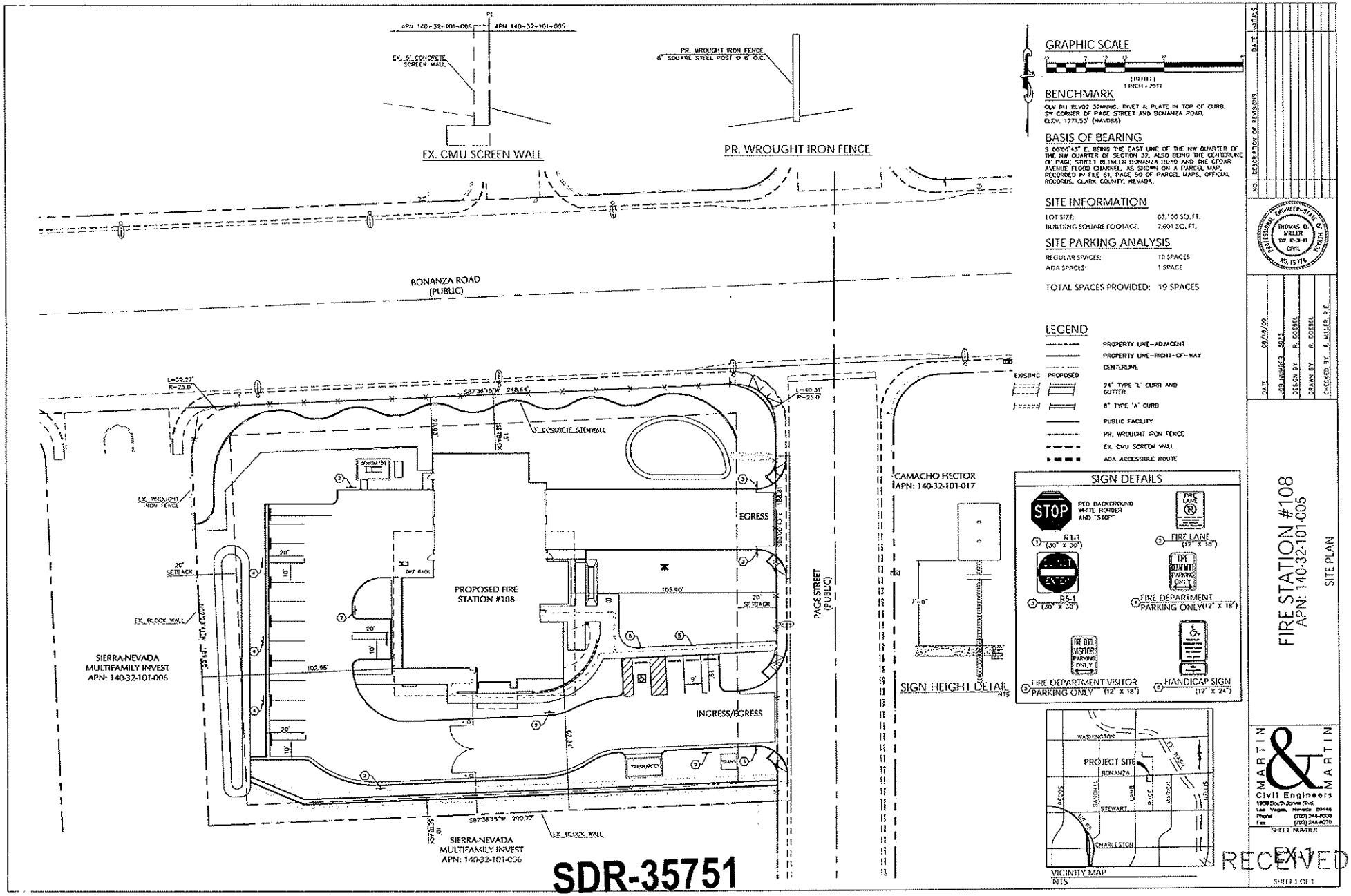
DRAWN: SCF	DESIGN: SCF	CHKD: GENC	DATE: 6/89
W.O. No. 5480	HORIZ: 1"=50'	VSCALE:	SHEET 1 OF 1

No. 00619
FILED AT THE REQUEST OF:
ENGINEERS & SURVEYORS, INC
DATE 7-19-89 AT 12:44 P.M.
IN BOOK 061 PAGE 0050
OF PARCEL MAPS
OFFICIAL RECORDS BOOK No. 890719
CLARK COUNTY, NEVADA RECORDS
JOAN L. SMIT, RECORDER
FEE: 10.00

SDR-35751
10/08/09 PC

RECEIVED
FILE 061/PAGE 0050
AUG 25 2009

FILE 61 PG 50

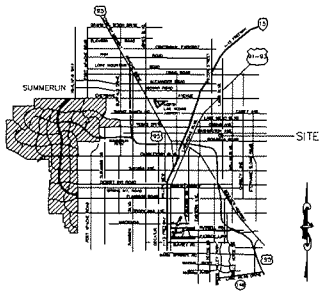


SDR-35751

10/08/09 PC

RECEIVED

AUG 25 2009



VICINITY MAP

PLANTING AREAS: DECOMPOSED GRANITE SHALL BE INSTALLED IN ALL PLANTING AREAS. INSTALL 3/8" MINUS 2" DEEP. ("MINERAL PARK" CHERRY MIST) - 60% AGGREGATE, 40% FINES.

BOULDERS: "MINERAL PARK" (CHERRY MIST) SIZE 3' AND 4'. ORIENT FOR BEST APPEARANCE.

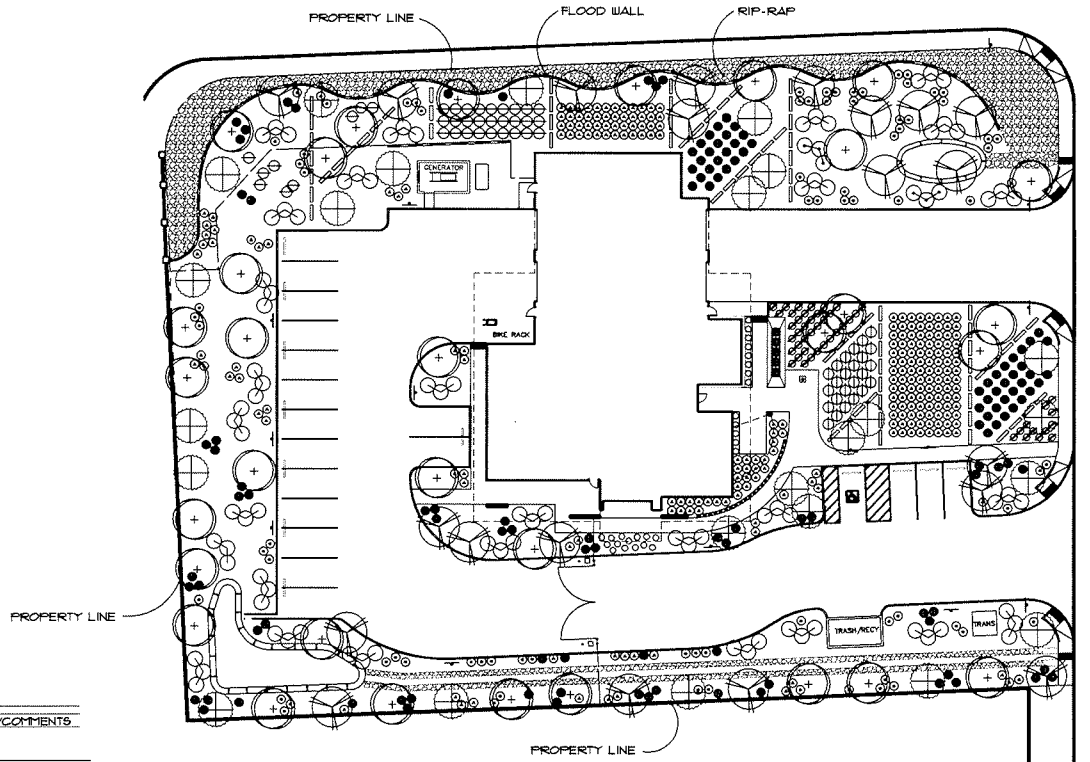
MISCELLANEOUS

DECOMPOSED GRANITE SOURCE:
MINERAL PARK DECORATIVE ROCK
8275 N. MINERAL PARK ROAD
KINGMAN, AZ 86413
(702) 275-1371 CONTACT: ROBIN MICKELSON

PLANT MATERIAL SOURCE:
MONROVIA GROWERS
P.O. BOX 1385
AZUSA, CA 91702-1385
(800) 999-9321

PLANT SCHEDULE

SYMBOL	QTY.	SIZE	BOTANICAL/COMMON NAME	COMMON NAME	SPACING/COMMENTS
TREES					
	17	36" BOX	CERCIDUM 'DESERT MUSEUM'	MUSEUM PALO VERDE	STANDARD
	35	36" BOX	ACACIA STENOPHYLLA	SHOESTRING ACACIA	STANDARD
	31	36" BOX	VITEX AGNUS-CASTUS	CHASTE TREE	STANDARD
SHRUBS & GROUNDCOVER					
	25	5 GAL.	CASSIA NEMOPHILA	GREEN CASIA	5'-0" O.C.
	54	5 GAL.	DASYLIRION TEXANUM	GREEN DESERT SPOON	4'-0" O.C.
	42	5 GAL.	FOUQUIERIA SPLENDENS	OCOTILLO	3'-0" O.C.
	73	5 GAL.	HESPERALOE PARVIFLORA	RED YUCCA	3'-0" O.C.
	63	5 GAL.	HESPERALOE PARVIFLORA	YELLOW YUCCA	4'-0" O.C.
	214	5 GAL.	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	3'-0" O.C.
	26	5 GAL.	MUH. CAPILLARIS 'REGAL MIST'	REGAL MIST DEER GRASS	3'-0" O.C.
	76	12"W X 12"H X 6' LONG SANDSTONE BLOCKS			



Landscape Plan

Scale: 1"=20'-0"

NORTH

PLANTING NOTES:

1) Contractor shall be responsible for all permits, coordination, scheduling, utility verification and damage to other trades and/or utilities, as per contract general conditions.

2) Contractor shall verify all site conditions and report any and all discrepancy to the Landscape Architect and Construction Project Representative prior to starting construction.

3) Contractor shall verify locations of existing underground utilities prior to start of construction. Call before you Dig 1-800-227-2600.

4) Contractor shall limit work areas to that shown on the drawings.

5) Contractor shall perform finish grading modifications to areas requiring grading, or as directed by the Construction Project Representative. Grade areas smooth to minimize irregularities and low spots.

6) Layout of all plant material in planting areas shall be approved by the Construction Project Representative prior to installation. Coordinate these areas with irrigation layout.

7) Plant quantities are for convience only. CONTRACTOR IS RESPONSIBLE TO VERIFY.

8) See details and specifications for planting procedures.

9) See details and specifications for decomposed granite procedures.

10) Contractor shall excavate and remove all caliche encountered during planting operations. Excavate to the required depth as indicated on the drawings. Remove and properly dispose of excavated caliche from site.

Avoid cutting underground utility lines. It's easily.
Call before you Dig.
1-800-227-2600

VAR-35754
SDR-35751
10/08/09 PC - REVISED

SEP 0 2 2009

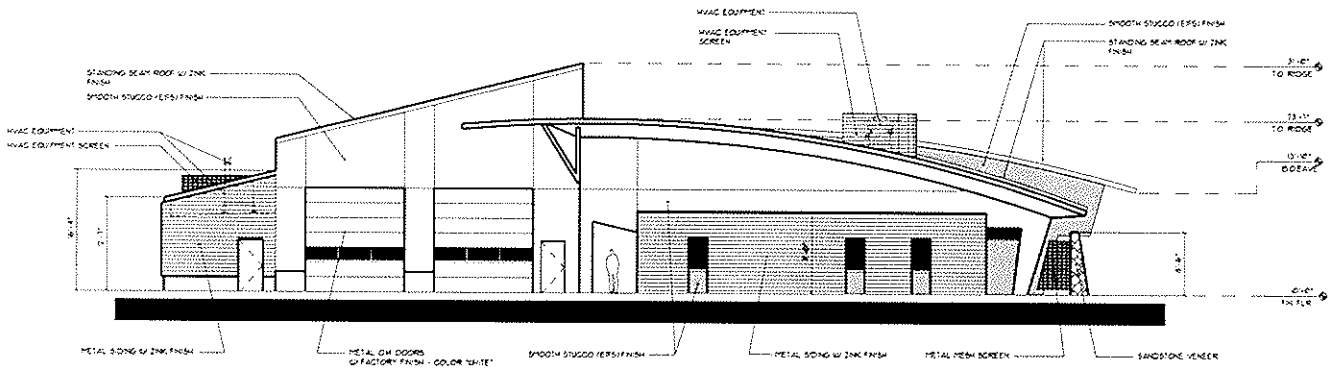
DEPARTMENT OF PUBLIC WORKS

CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD & PAGE ST)
Landscape Plan

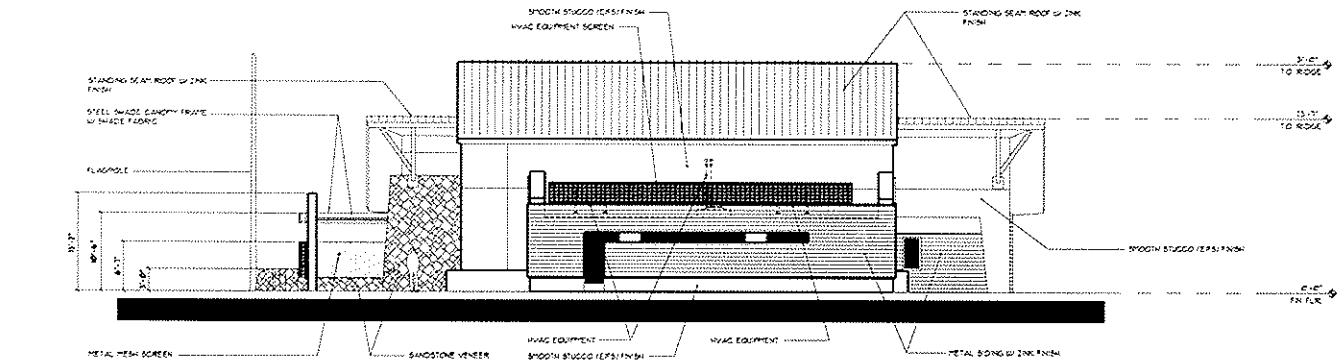
OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-5836
FAX: (702) 382-5232
TDD: (702) 366-9109

DRAWN	CLEMB
FILE	FS108-L2
DATE	8/10/09
SCALE	1"=20'-0"
DWG NO	081534108
CLV DWG NO	630-107
SHT NO	L2



1 West Elevation



2 North Elevation

Keynotes

1. CONCRETE PEDESTAL, PEDESTAL TO HAVE ARHITECTURAL CONCRETE FINISH, SEE DETAIL 1/A4D1.
2. PIPE BOLLARD, SEE CIVIL PLANS FOR DETAIL OF BOLLARD.
3. CURVED FRAMED POPOUT, SEE DET 2/A3.3 + DETAIL 6, PAINT PER FINISH SCHEDULE.
4. 13'-0" H.(6' BY 3' RETURN - 20 GA. GALV. STEEL REVERSE PAN CHANNEL NUMBER "48 W/ SINGLE TUBE, 15MM GATE NEON LIGHTING. SUBMIT SHOP DWGS. PRIOR TO FABRICATION.
5. 18" H. BAKED ENAMEL FINISH ADDRESS NUMBERS (COLOR: OPAQUE WHITE). CONCEALED MOUNT TO WALL. NUMBERS SHALL BE BY "GEMINI", "ARIC IRAMOS", OR APPROVED EQ. HELVETICA FONT, SPACED 3" APART. (CONTRACTOR SHALL VERIFY NUMBERS W/ OWNER PRIOR TO ORDERING)
6. EMERGENCY TELEPHONE NICHE, SEE DETAIL 4/A4D8
7. 12"x12" SIGNS FOR ELECTRICAL DISCONNECT / ALTERNATE ELECT'L POWER SOURCE.
8. STEEL PLATED WINDOW CANOPY W/ POWDER COATED FINISH (COLOR: PLATINUM)- SEE DETAIL ON SHT. A4D2
9. ENTRANCE CANOPY - SEE DETAIL 5
10. METAL COPING TO MATCH TYP'L COLOR, GAUGE, FINISH U.N.O.
11. SCREEN FOR ROOFTOP HVAC UNITS, SEE SHEET A3.1 + DETAIL 8/A4D3.
12. DASHED LINE INDICATES LINE OF SINGLE PLY ROOF BEHIND ROOF PARAPET
13. SECTIONAL GARAGE DOOR W/ UNIDON "LITES" AS SHOWN - PAINT DOOR AS PER EXTERIOR FINISH SCHEDULE AND SEE DOOR SCHEDULE AND SPEC'S
14. EXTERIOR LIGHT, SEE ELECT DRGS. FOR DIFFERENT LIGHTING SCHEDULE. CENTER LIGHTS OVER GARAGE DOORS.

Keynotes

15. STUCCO POPOUT @ GABLE END - SEE DETAIL 3/A4D2.
16. EXPOSED CMU WAINSCOT - SEE DETAIL 7/A4D1.
17. 8'-0" HIGH - 8"x8"x16" EXPOSED CMU WALL W/ MTL. COPING.
18. CMU WALL, SEE FINISH SCHEDULE, SPECIFICATIONS + WALL LEGEND.
19. LIGHT SAND STUCCO FINISH - PAINT PER EXTERIOR FINISH LEGEND + SEE SPECIFICATIONS.
20. 14" WIDE MTL STUD FRAMED ENTRY WALL - SEE WALL LEGEND + DETAIL 1/A4.1
21. CMU BOLLARD - SEE DTL. 1/A4D1
22. PAINTED METAL CANOPY FRAMING, SEE FINISH SCHEDULE.
23. OVERFLOW ROOF SCUPPER, SEE DTL. 4/A4D3 + ROOF PLAN, (ALSO SEE GEN. NOTES THIS SHT.) PAINT ALL ROOF SCUPPERS COLOR: EP-5
24. STANDING SEAM ROOF PANEL, SEE FINISH SCHEDULE AND SPECIFICATIONS + ROOF PLAN.
25. MTL. COPING SHALL MATCH STANDING SEAM ROOF (FINISH, GUAGE, COLOR)
26. 4" DEEP METAL FRAMED POPOUT @ PLAN DOORS W/ STUCCO FINISH (TYP. ALL LOCATIONS)
27. 0" W. ACCENT WALL W/ METAL PLATE (POWDER COATED) FINISH, - SEE SHEET A4.1 FOR ELEVATIONS + SHT. A1.2 FOR PLAN VIEW.
28. LINE OF ROOF DECK BEHIND PARAPET, SEE DETAIL 3/A4D.3 FOR ROOF FLASHING REQUIREMENTS.
29. BUTT-JOINTS IN POWDER-COATED STEEL PLATE WALL FINISH - BOTH SIDES OF WALL.

Keynotes

30. LINE OF HVAC UNITS BEHIND SCREEN.
31. EXPOSED CMU MASONRY VENEER JOINT
32. HORN + STROBE, SEE SHEET FP-01.
33. PAINT OVERHEAD GARAGE DOORS FACTORY FINISH GATE, TYPICAL ALL OVERHEAD DOORS.
34. MTL FRAMED SURROUND AT GARAGE DOOR W/ STUCCO - SEE DTL 9/1
35. ROOF DRAIN OUTLET + DOWNSPOUT NOZZLE, SEE PLUMBING DRGS.
36. HOSE BIBB, SEE PLUMBING DRGS.

General Notes:

1. ALL EXTERIOR METAL TO BE SHOP PRIMED AND PAINTED PER FINISH SCHEDULE.
2. SEE FINISH LEGEND FOR COLORS OF ALL FINISHES NOTED ON ELEVATIONS.
3. SEE SHEET A4.1 FOR EXTERIOR FINISH SCHEDULE.
4. WHERE A "CJ" IS SHOWN INDICATES A CONTROL JOINT RUNNING ALONG THE FACE OF THE WALL.
5. COORDINATE MOUNTING HT'S OF BOTTOM OF OVERFLOW SCUPPERS W/ ROOFING CONTRACTOR AND DETAIL 4/A4D3
6. DENOTES ACCENT WALLS TO BE PAINTED EP-3 / EP-4 AS NOTED.

RECEIVED
AUG 25 2009

SDR-35751
10/08/09 PC

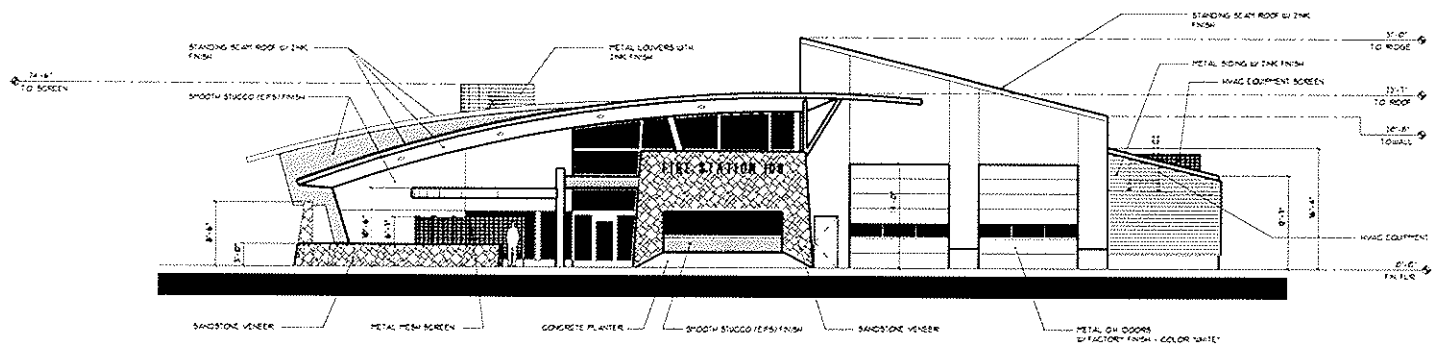
DEPARTMENT OF PUBLIC WORKS

CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD + PAGE ST)
Exterior Elevations

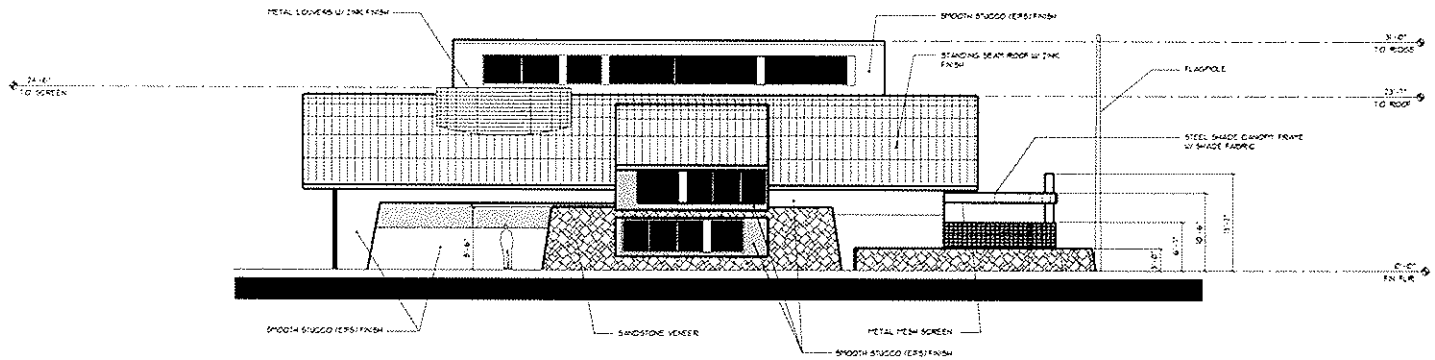
OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-6555
FAX: (702) 382-9282
TODD: (702) 382-6555

DATE: [illegible]
JN: 1106-442
SCT: 8/24/09
SCALE: 1/8"=1'-0"
PROJ NO: 09153-4104
CITY PROJ NO: 630-108
SHEET NO: A4.2



1 East Elevation



2 South Elevation

Keynotes

1. CMU BOLLARD, SEE DETAIL 1/A4.0
2. NOT USED
3. NOT USED
4. OVERFLOW ROOF SCUPPER, SEE CIVIL PLANS & SHT A3 FOR EXACT LOCATION
5. NOT USED
6. ROOF DRAIN OUTLET, PROVIDE DOUGHNUT NOZZLE PER PLUMBING DWGS
7. NOT USED
8. UNDOU CANOPY - SEE DETAIL ON SHEET A4.0
9. FIRE DEPARTMENT CONNECTION, SEE PLUMBING DRAWINGS AND FIRE PROTECTION DWGS
10. NOT USED
11. FLAGPOLE, SEE CIVIL DRAWINGS FOR DETAILS
12. METAL COPING, MATCH (TYP.) 21 ROOF COLOR/GUAGE, SEE FINISH SCHEDULE & SEE DETAILS 4/A4.0
13. NOT USED
14. EXTERIOR LIGHT, SEE SPECIFICATIONS FOR DIFFERENT LIGHTS & LOCATIONS
15. GABLE FLASHING - MATCH (TYP.) 21 ROOF COLOR/GUAGE, SEE FINISH SCHEDULE & SEE DETAILS 4/A4.0
16. EXPOSED CMU BASE - SEE DETAIL 3/A4.0

Keynotes

17. 5'-0" ROOF UNDER ROOF DRAIN SPOUT IN LIEU OF SPLASH BLOCK - 5'-0" ROOF TO MATCH DECOMPOSED GRANITE LANDSCAPE MATL
18. CMU WALL, SEE FINISH SCHEDULE, SPECIFICATIONS & WALL LEGEND
19. SMOOTH STUCCO (EPS) FINISH - SEE EXTERIOR FINISH SCHEDULE THIS SHEET & SPEC'S
20. ENTRY MAT W/ MTL PLATE FINISH, SEE WALL LEGEND
21. HORN & STROBE, SEE SHEET E1.0 FOR ALL INFORMATION
22. NOT USED
23. METAL FRAMED SURROUND AT GARAGE DOOR W/ STUCCO FINISH - SEE DETAILS 1/A4.0
24. STANDING SEAM ROOF, SEE FINISH SCHEDULE, SPECIFICATIONS & ROOF PLAN
25. GABLE END PONPOUT AND FLASHING - SEE DETAIL 3/A4.0
26. APPROXIMATE LINE OF FINISH GRADE, SEE CIVIL DRAWINGS
27. RESERVED EXPOSED CMU WALL (TYP.)
28. CLERESTORY WINDOW IN APPARATUS BAY WALL BEHIND PARAPET, SEE WINDOW SCHEDULE & DETAIL 1/A5.1 (TYP. OF 10 UNLESS TOTAL)
29. SPEAKERS SEE ELECTRICAL DWGS FOR ALL INFORMATION MOUNT CENTER OF SPEAKERS AT 10'-0" AFF

General Notes:

1. ALL EXTERIOR METAL TO BE SHOP PRIMED AND PAINTED PER FINISH SCHEDULE
2. SEE FINISH SCHEDULE ON THIS SHEET FOR COLORS OF ALL MATERIALS KEYNOTED ON ELEVATIONS
3. ANY REVEAL WHERE A "C" IS SHOWN INDICATES A CONTROL JOINT RUNNING THE FACE OF THE WALL
4. ANY REVEAL WHERE A "EJ" IS SHOWN INDICATES A CONTROL JOINT RUNNING THE FACE OF THE EXPOSED CMU VENEER ONLY. (THIS IS NOT THE SAME AS THE CMU EXPANSION JOINT AS SHOWN IN THE STRUCTURAL DRAWINGS)

Exterior Finish Schedule

ABBREV.	MATERIAL / LOCATION	FINISH	COLOR / NOTES
EP-1	PAINT EXTERIOR COLOR ON STUCCO WALLS	SMOOTH STUCCO FINISH PAINTED	COLOR: SW "DESERT GARDEN" PER (C) FOR APPROVED EQ.)
EP-2	EXTERIOR ACCENT STUCCO WALLS	SMOOTH STUCCO FINISH PAINTED	COLOR: TBD "WHITE MOUNTAIN" PER (C) FOR APPROVED EQ.)
	EXTERIOR DOORS & FRAMES	PAINT (DOORS)	COLOR: TBD "WHITE MOUNTAIN" PER (C) FOR APPROVED EQ.)
EP-3	METAL & TRASH ENCL. TUBE STEEL ROOF SUPPORTS	PAINTED / SHOP PRIMED EXTR METAL PAINTED	COLOR: TBD "BENTWOOD" PER (C) FOR APPROVED EQ.)
	STUCCO ACCENT COLOR	SMOOTH STUCCO FINISH PAINTED	COLOR: TBD "BENTWOOD" PER (C) FOR APPROVED EQ.)
NUMBER-1	BLDG. ADDRESS NUMBERS (18" HIGH)	BRUSHED ALUMINUM FINISH	FONT: "HELVETICA" FINISH: "BRUSHED ALUMINUM"
NUMBER-2	FIRE STATION NUMBER (3'-0" HIGH)	BRUSHED ALUMINUM FINISH	PER GENERIC FONT: "HELVETICA" FINISH: "BRUSHED ALUMINUM"
PR-1	STANDING SEAM METAL ROOFING	FACTORY FINISH	COLOR: TBD PER SPEC'S (COLOR: MED GRAY/CHARCOAL/LIGHT)

SDR-35751
10/08/09 PC

RECEIVED
AUG 25 2009

CITY OF LAS VEGAS, NEVADA
DEPARTMENT OF PUBLIC WORKS

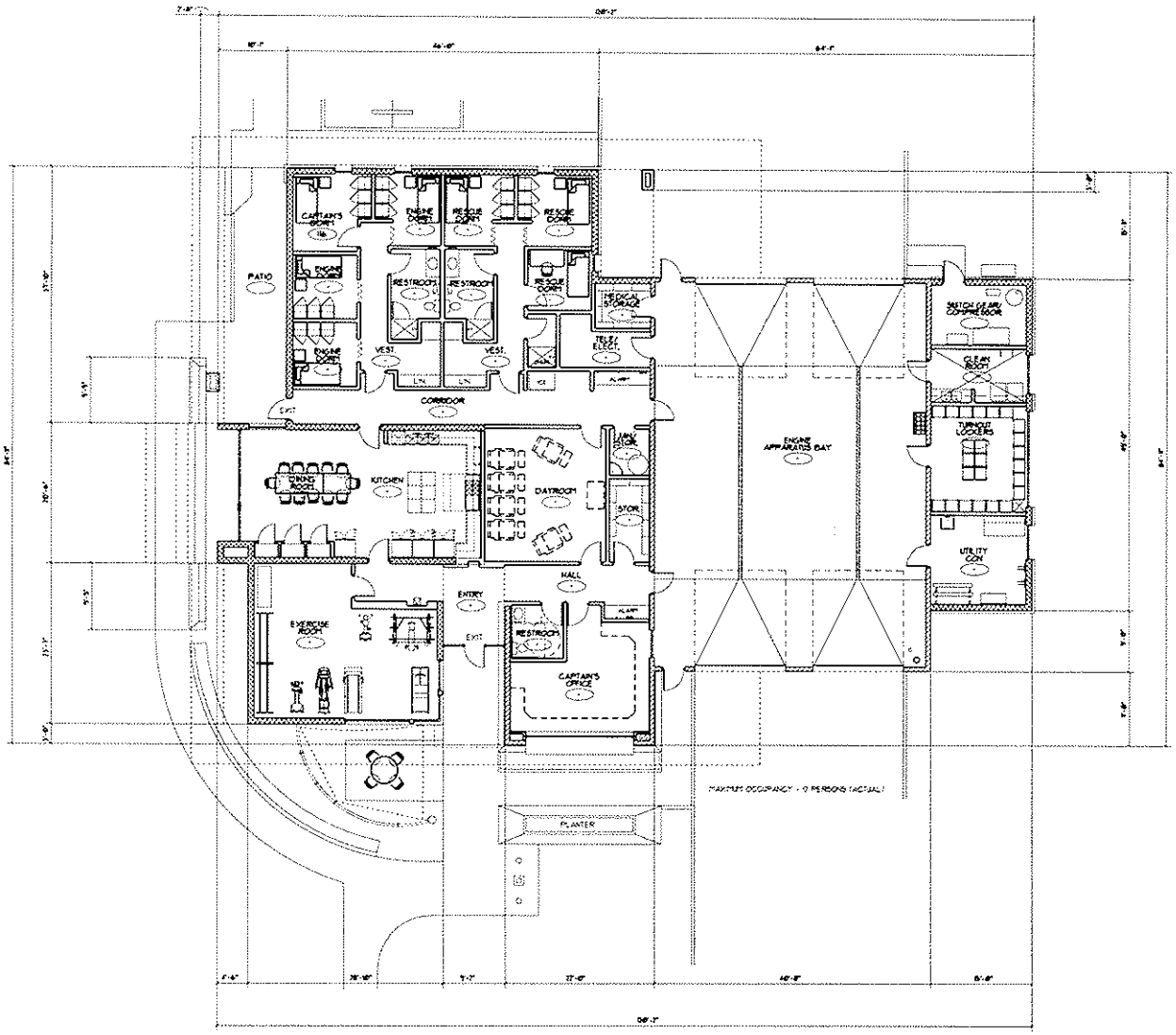
CITY OF LAS VEGAS, NEVADA
FIRE STATION #38
(BONANZA RD & PAGE ST)
Exterior Elevations &
Exterior Finish Schedule

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB

DRAWN: EPS
FILE: 0609-041
DATE: 8/24/09
SCALE: 1/8"=1'-0"
WO #: 09153414
CITY PROJECT #: 630-108

A4.1



Floor Plan

Project North

Keynotes

For Floor Plan + Dimension Floor Plan

1. CITY BOLLARD, SEE DETAIL 3/A4.0
2. PIPE BOLLARD SEE CIVIL DWGS
3. EXPOSED CMU WAINSCOT - SEE DTL 7 / A4.0 AND WALL LEGEND
4. TRENCH DRAIN, GOORD. W PLUMBING CONTRACTOR - SEE PLUMBING + STRUCTURAL DRAWINGS
5. JAMB CONDITION AT ROLL-UP DOOR, SEE DETAIL 4/A4.0
6. EMERGENCY TELEPHONE ALCOVE, SEE DETAIL 4/A4.0 & 4/A4.0
7. WALL TYPES "1" + "2" SHALL BE ONE-HOUR FIRE RESISTIVE CONST. PER GEN NOTE 11
8. PRIVACY CURTAIN BY OWNER. (1) 0.049" CHROME CURTAIN ROD + FLANGES, CONTRACTOR FURNISHED + INSTALLED - 80" TOP OF ROD FROM FINISH FLOOR (PROVIDE SUPPORT BACKING FOR ROD IN WALL) (TYP.)
9. FLOOR-TO-CEILING CABINET SHELVING - SEE DETAIL 7/A4.0
10. ROOF LADDER, SEE DETAIL 1/A5.0 CENTER LADDER ON LADDER "FOR DOOR"
11. METAL TURN OUT LOCKERS SEE SPECIFICATIONS. 24 EA. IN ROOM 104, 9 EA. IN ROOM 106
12. TRI-LOCKER UNIT GARDROBE UNIT, SEE DETAIL 7/A4.0
13. UPPER CABINETS SEE ELEVATION 2/A5.1
14. EXTEND WALLS AROUND JANITOR SINK UP TO BOTTOM OF ROOF DECK + SEAL W/ FIRE CAULKING
15. HOSE RACK - 3 TIER HIGH SEE DETAIL 2/A4.0
16. AIR BOTTLE RACK WITH ADJUSTABLE SHELVES ABOVE, SEE DETAIL 1/A4.0
17. FUTURE WASHER/EXTRACTOR - FURNISHED BY OWNER. CONTRACTOR TO PROVIDE WATER AND ELECTRICAL CONNECTIONS PER EXTRACTOR SPECIFICATIONS
18. LINE OF GARAGE DOOR OVERHEAD
19. INSTALL 2" FURRING (W 5/8" GWB - PAINTED + TEXTURED / (R) CFU. FURRING SHALL RETURN TO BACK SIDE OF WINDOW FRAME AT WINDOW PULLIONS AS SHOWN
20. SILL PLATE OF 3/4" PLYWOOD (2) 2" MTL HAT CHANNELS TO BE APPLIED (R) CFU WALL, SEE DETAIL 10/A4.1
21. LINE OF CANOPIES ABOVE, SEE SHEETS A5.1, A4.1 & 4/A5.1 AND KEYED DETAILS
22. NOT USED
23. LINE OF CONCRETE WALK + PLAZA WITH LIGHT BROOM FINISH, SEE CIVIL PLANS FOR CONTINUATION OF SIDEWALK + PLAZA
24. 3 5/8" - 20 GA MTL STUD FURRING @ 16" O.C. W 5/8" TYPE "X" GYP. BD. OVER CFU (PROVIDE WATER RESISTANT GYP. BD. AT ALL RESTROOM WALLS WHERE THEY OCCUR)
25. FIRE DEPARTMENT DEDICATION PLAQUE - SEE DETAILS 7/A4.1 & 8/A4.2
26. SEE SHEET A4.1 FOR CLERESTORY WINDOWS LOCATED IN THIS WALL
27. 7'-0" H STORAGE CABINET (PLAM FINISH) SEE ELEVATION 3/A4.2
28. ROOF DRAIN LEADER - SEE PLUMBING DRAWINGS
29. PIPE BOLLARD FOR FIRE RISER PROTECTION, SEE CIVIL DWGS
30. FIRE RISER, SEE SHEET FP1
31. FURRING TO BE 2" - 25 GA HAT CHANNELS W 5/8" TYPE "X" GYP. BD. FLOOR TO CEILING
32. NOT USED
33. FREE STANDING STAINLESS STEEL ISLAND (OWNER FURNISHED)
34. STAINLESS STEEL CEILING MOUNTED POTRACK (CONTRACTOR FURNISHED CONTRACTOR INSTALL WITH ADVANCE TABCO PCA-48 / PHONE - STATE RESTAURANT EQUIPMENT - (702) 737-1811)
35. FIRE ALARM CONTROL PANEL - SEE FIRE ALARM PLAN
36. FLOOR DRAIN, SEE PLUMBING DRAWINGS FOR LOCATIONS
37. LEAVE OUT GROUT AT HEAD JOINTS BETWEEN EVERY BLOCK AT FIRST COURSE OF MASONRY ABOVE PATIO SLAB ONLY. (WORDS IN HEAD JOINTS SHALL ACT TO PROVIDE POSITIVE DRAINAGE FOR PATIO SLAB)
38. 6" - 20 GA MTL STUDS - SEE WALL TYPE "G" SHEET G1
39. SURFACE MOUNTED PAPER TOWEL DISPENSER (BOBRICK MODEL 1947) SEE BATH ACCESSORY SCHEDULE - TO DISPENSER 4'-10" A.F.F.
40. COORDINATE EXACT LOCATION OF GROMMETS IN COUNTERTOP W/ OWNER PRIOR TO FABRICATION OF COUNTERTOP
41. FLOOR SINK, SEE PLUMBING AND MECHANICAL DRAWINGS
42. ELECTRICAL PANELS INSIDE 6" MTL STUD FURRED WALL (WALL SHALL BE 5'-10" W X 4'-10" H.) WALL SHALL BE FINISHED W/ GWB AT TOP + SIDES
43. PROVIDE ADJUSTABLE 3/4" PLYWOOD SHELVES (10" DEEP + WIDTH OF PANTHEON) BUILD SHELVES PER DTL 9/A4.2
44. PROVIDE 100 TIER LOCKERS ALONG THIS WALL ONLY, SEE SPECIFICATIONS
45. WORK BENCH FURNISHED AND INSTALLED BY OWNER
46. WALL IN PANTRY 104 CONTAINING DOORS 104, 105 + 106 AND DIVIDER WALLS BETWEEN THESE DOORS SHALL BE CONSTRUCTED OF 6" - 20 GA METAL STUDS @ 16" O.C. W 5/8" TYPE "X" GYP. BD. + BOTH SIDES OF WALL "FULL HT."
47. BACK BOARD RACK - SEE DETAIL 6/A4.0
48. ENGINEERED STONE PHONE SHELF @ 36" A.F.F. SEE DETAIL 2/A7.1
49. MAILMAT STORAGE CABINET FURNISHED + INSTALLED BY OWNER
50. REFRIGERATOR - OWNER FURNISHED, OWNER INSTALLED
51. FLAGPOLE SEE DETAILS
52. CURVED PODIUM STUCCO FINISH, SEE EXTERIOR ELEVATIONS
53. PROVIDE 2" - 25 GA. "Z" FURRING OVER END OF CFU WALL AND OFFSET ADJACENT WALL FRAMING TO BE FLUSH WITH OUTSIDE FACE OF "Z" FURRING AT ALARM STATION SIDE OF WALL
54. 4" HIGH CERAMIC TILE WAINSCOT BEHIND BOTH SIDES OF JANITOR'S SINK, SEE FINISH SCHEDULE AND ELEVATIONS 1 & 2/A5.1 AT EACH SIDE OF JANITOR'S SINK

RECEIVED
MAR 25 2009

SDR-35751
10/08/09 PC

CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS

CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD & PAGE ST)
Noted Floor Plan

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
400 East Stewart Avenue
Las Vegas, Nevada 89101
PHONE: (702) 229-6251
FAX: (702) 382-9763
TDD: (702) 386-9108

DRAWN: EPS
PM: TUDE-AM
DATE: 8/24/09
SCALE: 1/8" = 1'-0"
PROJECT NO: 09154.104
EXPENSE NO: 630-108
SHT NO: A1.1

SDR-35751 - APPLICANT/OWNER: CITY OF LAS VEGAS
4551 EAST BONANZA ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SDR-35751 - APPLICANT/OWNER: CITY OF LAS VEGAS
4551 EAST BONANZA ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SDR-35751 - APPLICANT/OWNER: CITY OF LAS VEGAS
4551 EAST BONANZA ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SDR-35751 - APPLICANT/OWNER: CITY OF LAS VEGAS
4551 EAST BONANZA ROAD
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

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

JORGE CERVANTES
PUBLIC WORKS DIRECTOR

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

OFFICE 702.229.6535

FAX 702.384.4846

TDD 702.386.9108

www.lasvegasnevada.gov

August 24, 2009

HAND DELIVERED

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

SUBJECT: Justification Letter for the Site Development Plan Review of CLV Fire Station #108

To whom it may concern:

This is to serve as a justification letter for City of Las Vegas Fire Station #108, located on a portion of the property at the intersection of Bonanza Road and Page Street; assessors parcel no 140-32-101-005.

The City of Las Vegas is building this fire station in order to keep up with the growing demands for providing fire and life safety services to the citizens of the Las Vegas valley and in order to maintain their present ISO Class 1 insurance rating. The fire station will be designed as a sustainable facility to attain LEED Silver certification to comply with the City Council's resolution for all new City facilities. The fire station is located on a parcel of land that has a zoning designation of C-1, with a general plan designation of Service Commercial (SC). As we understand it, the (SC) designation allows low to medium intensity retail, office, other commercial uses that serve primarily local area patrons such as neighborhood shopping centers, theaters and other places of public assembly and public or semi-public use. It is our understanding that although governmental facilities such as fire stations are not expressly stated in the general plan, that the use is inferred.

Colors – A light color palette has been chosen for the fire station in order to comply with LEED requirements. The color palette compliments that of the existing commercial developments around the site. Please see the attached color board and colored building elevations.

Parking – The C-1 zoning designation requires 1 parking space per 300 square feet of building space. This would require that 26 parking spaces be provided for our 7,600 s.f. fire station. We have submitted a parking variance as a separate submittal in which we are providing a total of 19 parking spaces for this project as the total maximum occupant load will be12 persons for this facility. The amount of parking we are providing is sufficient for the needs of the fire station personnel and has been approved by the fire department.

Landscaping – The 1.45 acre fire station property will have drought tolerant landscaping around the site and we will be using plant species which are native to the desert in order to provide a sustainable site design.

SDR-35751
10/08/09 PC - REVISED

SEP 0 2 2009

Sincerely,

Erik Singman
Designer, CLV Office of Architectural Services

Enc:
1. Site Plan, Floor Plan, Landscape Plan, Exterior Building Elevations, - 24X36 in size.
2. Site Plan, Floor Plan, Landscape Plan, Exterior Building Elevations, - 8.5x11 in size.
3. Justification Letter
4. Deed & Legal Description
5. Application/Petition Form w/ original signature.
6. Pre-Application Submittal Checklist.
7. Color and Material Board.
8. Statement of Financial Interest, w/ original signature
9. Copy of assessor's parcel map.

cc: Samuel D. Tolman, AIA, NCARB

SDR-35751
10/08/09 PC - REVISED

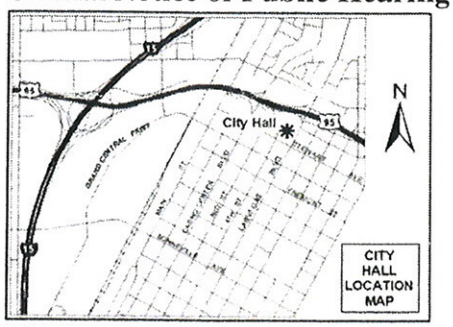
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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 $ 00.41[4]
0004279218 SEP 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
OCT 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-35754 & SDR-35751

Planning Commission Meeting of 10/8/2009

Case: VAR-35754

14029411027
DIVINE WILLIAM
14609 SATICOY ST #31
VAN NUYS CA 91405-1337

CAVDS11 91405

Submitted after final agenda

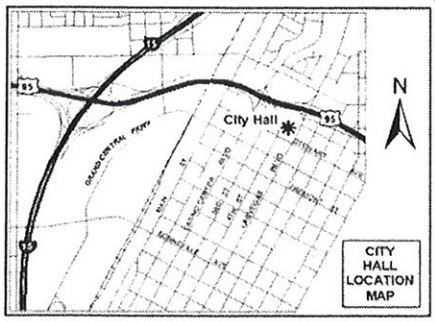
Date 10/5/09 Item 17P

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
SEP 24 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-35754 & SDR-35751
Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: VAR-35754
14029413016
DAGUIO EMETERIO G & AGNES
4517 SODA ASH AVE
LAS VEGAS NV 89110-5477

GAVDS11 89110

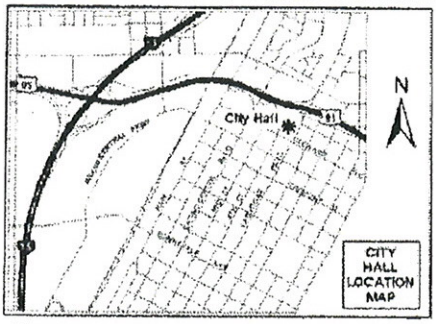
Submitted after final agenda
Date 10/5/09 Item 17A

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 SEP 24 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-35754 & SDR-35751
Planning Commission Meeting of 10/8/2009

RECEIVED
OCT 05 2009

Case: VAR-35754
14032102002
D T MARK PROPERTIES L L C
16161 VENTURA BLVD #435
ENCINO CA 91436-2522

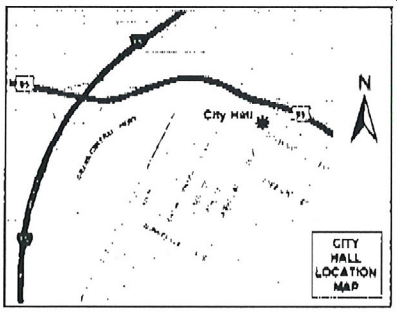
NOT ALWAYS A NIMBY

Submitted after final agenda

Date 10/5/09 Item 17A

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



RECEIVED
SEP 29 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: VAR-35754

14032111044
GARCIA MONTANA L
4605 DIAMOND HEAD DR
LAS VEGAS NV 89110-3417

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-35754 & SDR-35751
Planning Commission Meeting of 10/8/2009

GAV0511 89110

17A

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:

SUP-35731 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LA LUPITA MEAT, MARKET LLC - OWNER: V & I LAKE MEAD PROMENADE, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 4,240 SQUARE-FOOT CONVENIENCE STORE WITH A WAIVER TO ALLOW A DISTANCE SEPARATION OF 160 FEET FROM A CHURCH WHERE 400 FEET IS REQUIRED at 6430 West Lake Mead Boulevard, Suite #115 (APN 138-23-201-008), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

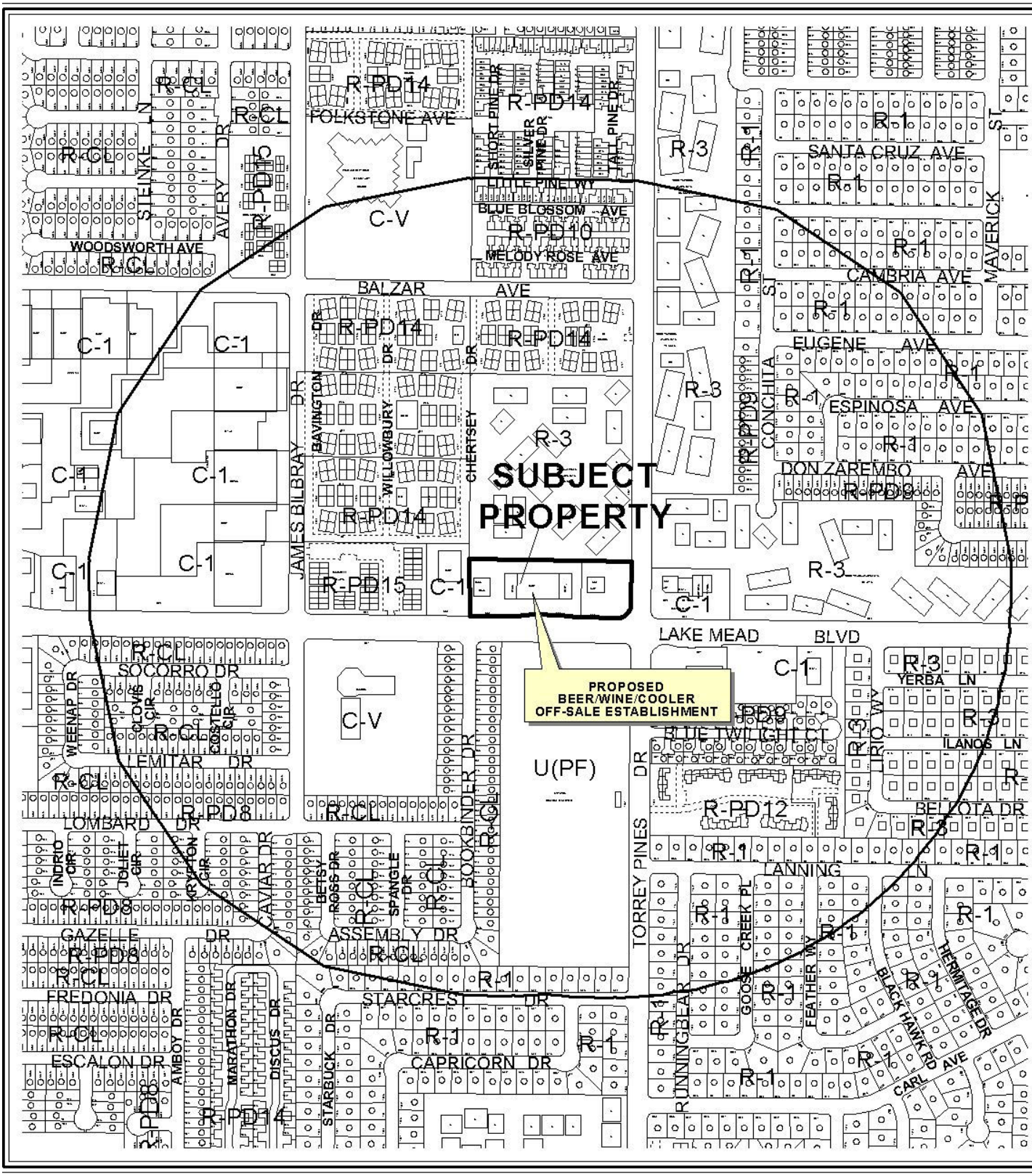
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

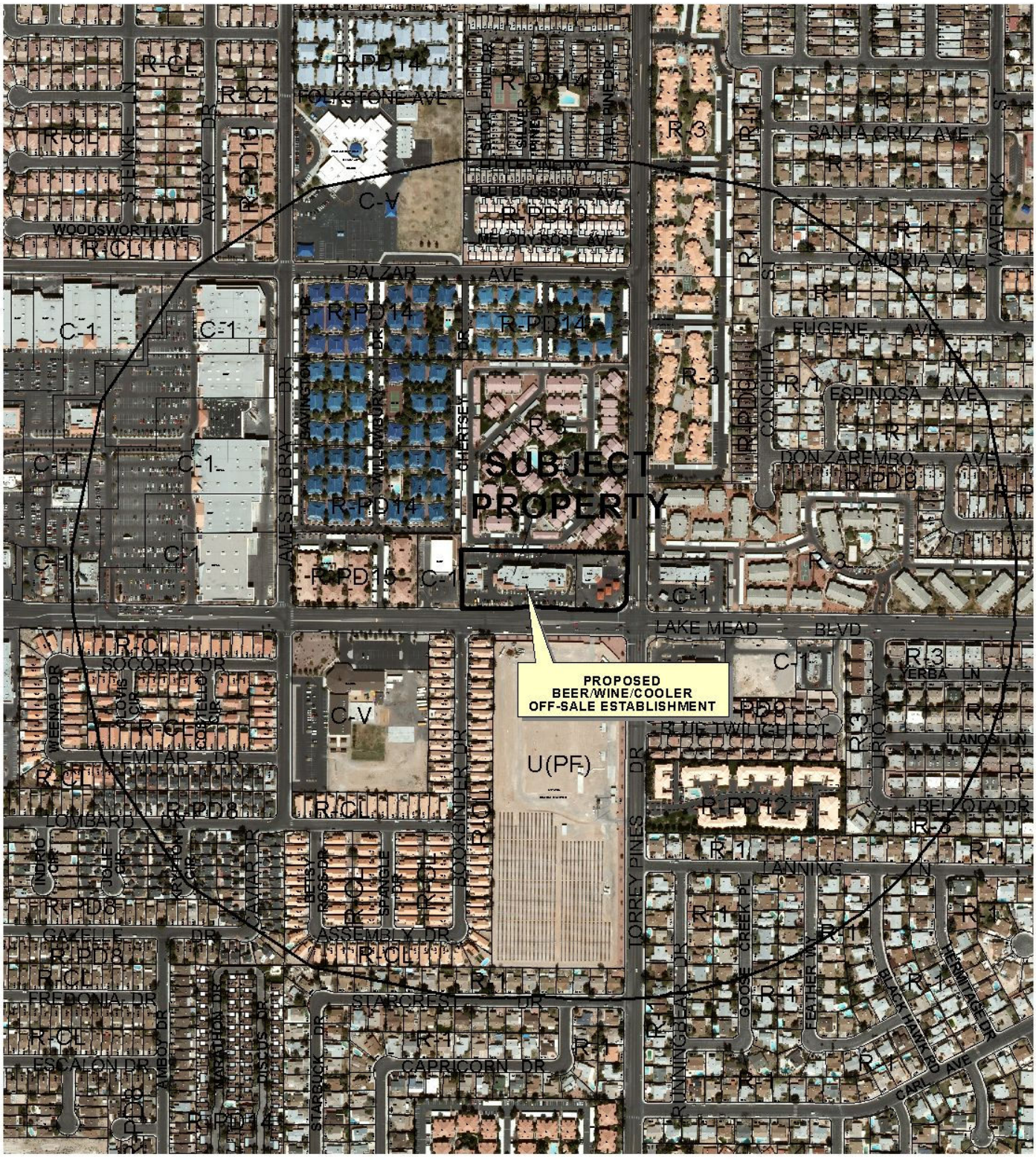
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards



CASE: **SUP-35731**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



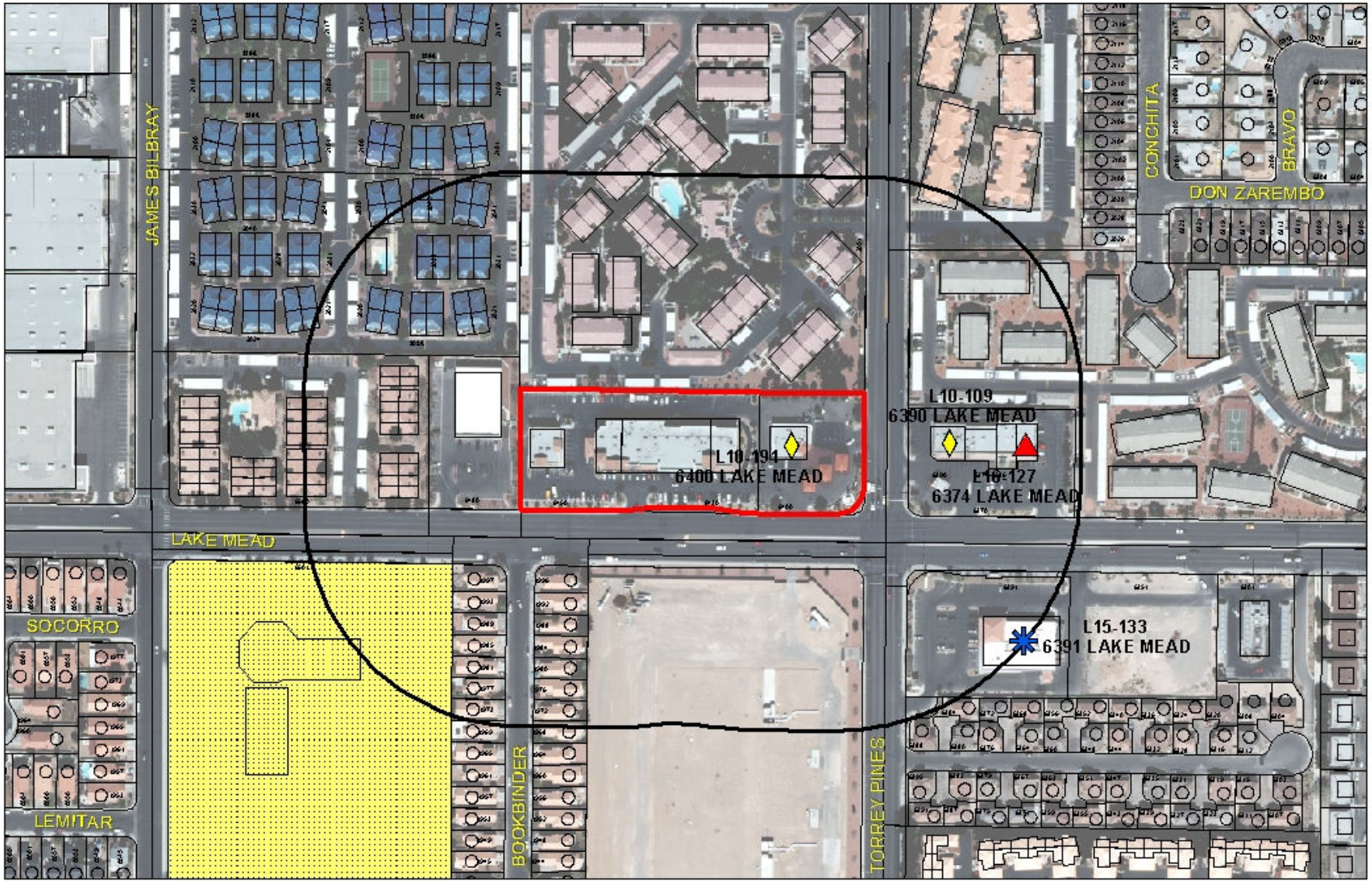
0 500 1000 Feet

CASE: **SUP-35731**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-35731

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35731 - APPLICANT: LA LUPITA MEAT MARKET LLC - OWNER: LAKE MEAD PROMENADE LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for Beer/Wine/Cooler Off-Sale Establishment use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Beer/Wine/Cooler Off-Sale Establishment within an existing 4,240 square-foot convenience store at 6430 West Lake Mead Boulevard, Suite #115. The Beer/Wine/Cooler Off-Sale use will be ancillary to the existing grocery store. The applicant is requesting a Waiver to allow a zero-foot separation distance from a church where 400 feet is required.

As this request does not meet all Title 19.04 requirements for a Beer/Wine/Cooler Off-Sale Establishment and cannot be conducted in a compatible and harmonious manner with the surrounding land uses, staff is recommending denial of this application. If the application is denied, the subject site will remain as a convenience store that cannot sell beer or wine on the premises.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
11/02/94	The City Council approved a request for Reclassification of Zoning (Z-110-94). The Planning Commission recommended approval.
07/14/97	The City Council approved a request for a Rezoning (Z-0041-97) on property located on the northwest corner of Lake Mead Boulevard and Torrey Pines Drive, from: U (Undeveloped) to: C-1 (Limited Commercial). The Planning Commission and Staff recommended approval.
11/19/03	The City Council approved a request for a Site Development Review (SDR-3062) for a proposed 19,100 square foot retail building and 3,600 square foot retail pad and a waiver to the parking lot landscaping requirements on 2.27 acres, 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard. The Planning Commission and Staff recommended approval.
11/19/03	The City Council approved a request to amend a portion of the Southwest Sector Future Land Use Plan of the General Plan from: M (Medium Density Residential) to: SC (Service Commercial) on 2.27 acres, 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard.
06/16/04	The City Council approved a request for a Variance (VAR-4193) to allow 117 parking spaces where 135 spaces are required for a proposed commercial development on 2.27 acres, 200 feet west of the intersection of Torrey Pines Drive and Lake Mead Boulevard. The Planning Commission approval and staff recommended denial. The Planning Commission recommended.

03/10/05	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-6021) to add a drive-through for a commercial development on 2.8 acres along the north side of Lake Mead Boulevard, approximately 250 feet west of Torrey Pines Drive.
12/01/06	A deed was recorded for change of ownership.
10/08/09	The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #22/ao).
Related Building Permits/Business Licenses	
08/31/04	A building permit (#4019454) was issued for Shell Building A at 6430 West Lake Mead Boulevard, Suite 115. The permit expired on 12/03/05.
08/31/04	A Building Permit (#4019456) was issued for on site hardscapes at 6430 West Lake Mead Boulevard, Suite 115. The permit expired on 03/05/05.
04/05/05	A building permit (#5002064) was issued for a tenant improvement at 6430 West Lake Mead Boulevard, Suite 115. The permit was completed on 08/02/05.
10/04/05	A business license (G05-01982) was issued for groceries and food products at 6430 West Lake Mead Boulevard, Suite 115. The business license is active.
12/14/05	A Building Permit (#5008758) was issued for a tenant improvement at 6430 West Lake Mead Boulevard, Suite 115. The permit was completed on 02/16/06.
10/18/05	A business license (W10-91622) was issued for a wire service at 6430 West Lake Mead Boulevard, Suite 115. The business license was marked out of business on 09/29/06.
01/11/07	A business license (W10-00120) was issued for wire service at 6430 West Lake Mead Boulevard, Suite 115. The business license is active.
01/11/07	A business license (T18-00723) was issued for telephone sales at 6430 West Lake Mead Boulevard, Suite 115. The business license was marked out of business on 02/25/09.
Pre-Application Meeting	
07/02/09	A pre-application meeting was held where the submittal requirements for a Beer/Wine/Cooler Off-Sale Establishment Special Use Permit were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required for this application.	
Field Check	
09/03/09	During a routine field check staff observed a well maintained shopping center.

Details of Application Request	
Site Area	
Gross Acres	2.23

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Single Family Residential / Las Vegas Valley Water District	ML (Medium Low Density Residential) / PF (Public Facility)	R-CL Single Family Compact-Lot / U(Undeveloped) [PF(Public Facilities) General Plan Designation]
East	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
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	X		Y
A-O Airport Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

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	
Existing Commercial Center	22,725 SF		125	5	125	5	Y*
SubTotal			130		130		
TOTAL (including handicap)	22,725 SF		130		130		

*The proposed use has no additional parking requirement beyond the principle use.

Waivers		
Requirement	**Request**	**Staff Recommendation**
A 400-foot distance separation from of any **church**, **synagogue**, school, and child care facility licensed for more than 12 children, or City Park.	Zero Feet	Denial

ANALYSIS

This request is for a Special Use Permit for a proposed Beer/Wine/Cooler Off-Sale Establishment within an existing convenience store at 6430 West Lake Mead Boulevard, Suite #115. The beer and wine will be sold in a 128 square-foot cooler located at the rear of the 4,240 square-foot convenience store. The area used for the storage and sale of alcohol is less than 2% of the gross floor area as depicted on the floor plan. The hours of operation for the convenience store are Monday through Saturday, 9 a.m. to 6 p.m., with the store closed on Sundays.

The proposed location is part of an established shopping center at the northwest corner of Lake Mead Boulevard and Torrey Pines Drive, which supplies the required amount of parking for this site. This shopping center is able to accommodate a variety of uses such as professional offices, personal services, restaurants, and retail stores.

As part of this request, the applicant is asking for a Waiver of the 400-foot distance separation requirement because the convenience store is located approximately 160 feet away from a protected use (a church). Although, the addition of a Beer/Wine/Cooler Off-Sale Establishment use is ancillary to the existing convenience store, it cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses**.** Therefore, staff recommends denial.

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 Beer/Wine/Cooler Off-Sale Establishment is within an existing Convenience Store at 6430 West Lake Mead Boulevard, Suite #115. The addition of a Beer/Wine/Cooler Off-Sale Establishment use within this area is not compatible with the existing and future land uses as specified by the General Plan, as it does not meet minimum separation distance from a church.

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; however, it does not meet the minimum separation distance required from a church.

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."**

   Site access is provided from Lake Mead Boulevard, a 100-foot Primary Arterial, and Torrey Pines Drive, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets provide adequate access to and from the subject property.

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."**

   It will not compromise the public health, safety, and welfare or overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Beer/Wine/Cooler Off-Sale use does not meet all of the applicable conditions per Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission considered the following two conditions:

- Maximum 2% of the floor area for alcohol sales.
- Hours of operation shall be 9:00 am to 6:00 pm

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

ASSEMBLY DISTRICT 37

SENATE DISTRICT 3

NOTICES MAILED 977 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-35731** APN: 138-23-201-008

Name of Property Owner: _____

Name of Applicant: Ivan Trujillo

Name of Representative: Law Offices of Jay Brown

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: Victor Martinez MANAGER MEMBER

Print Name: Victor Martinez

Subscribed and sworn before me

This 3 day of March, 2008

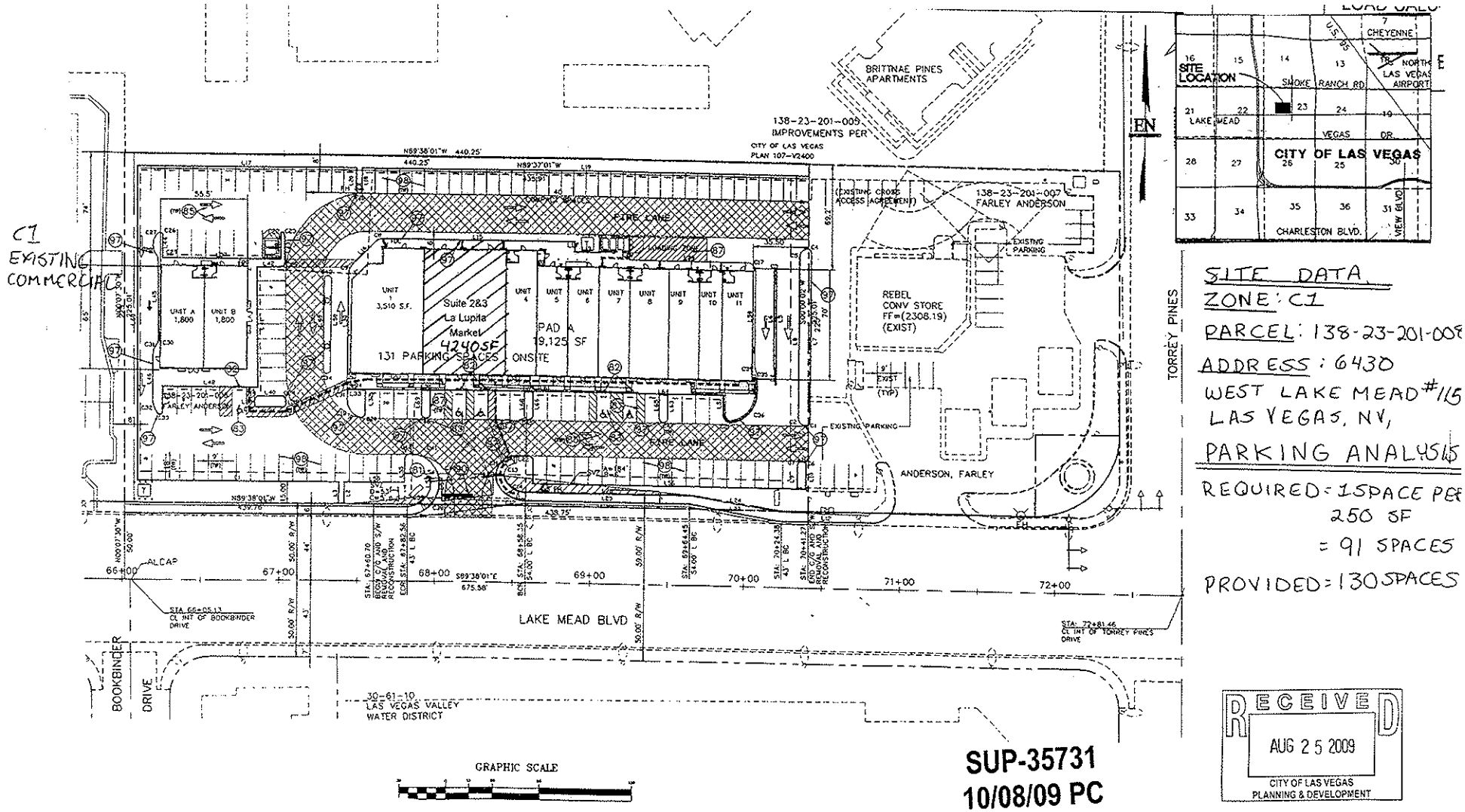
Kathryn L. Davis

Notary Public in and for said County and State

KATHRYN L. DAVIS
Commission # 1637635
Notary Public - California
Monterey County
My Comm. Expires Jan 13, 2010

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

LA LUPITA - SUP FOR OFF-SALE BEER & WINE



SITE DATA

ZONE: C1

PARCEL: 138-23-201-009

ADDRESS: 6430
WEST LAKE MEAD #115
LAS VEGAS, NV,

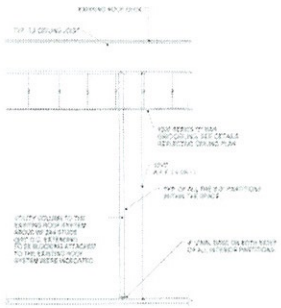
PARKING ANALYSIS

REQUIRED = 1 SPACE PER
250 SF
= 91 SPACES

PROVIDED = 130 SPACES

SUP-35731
10/08/09 PC

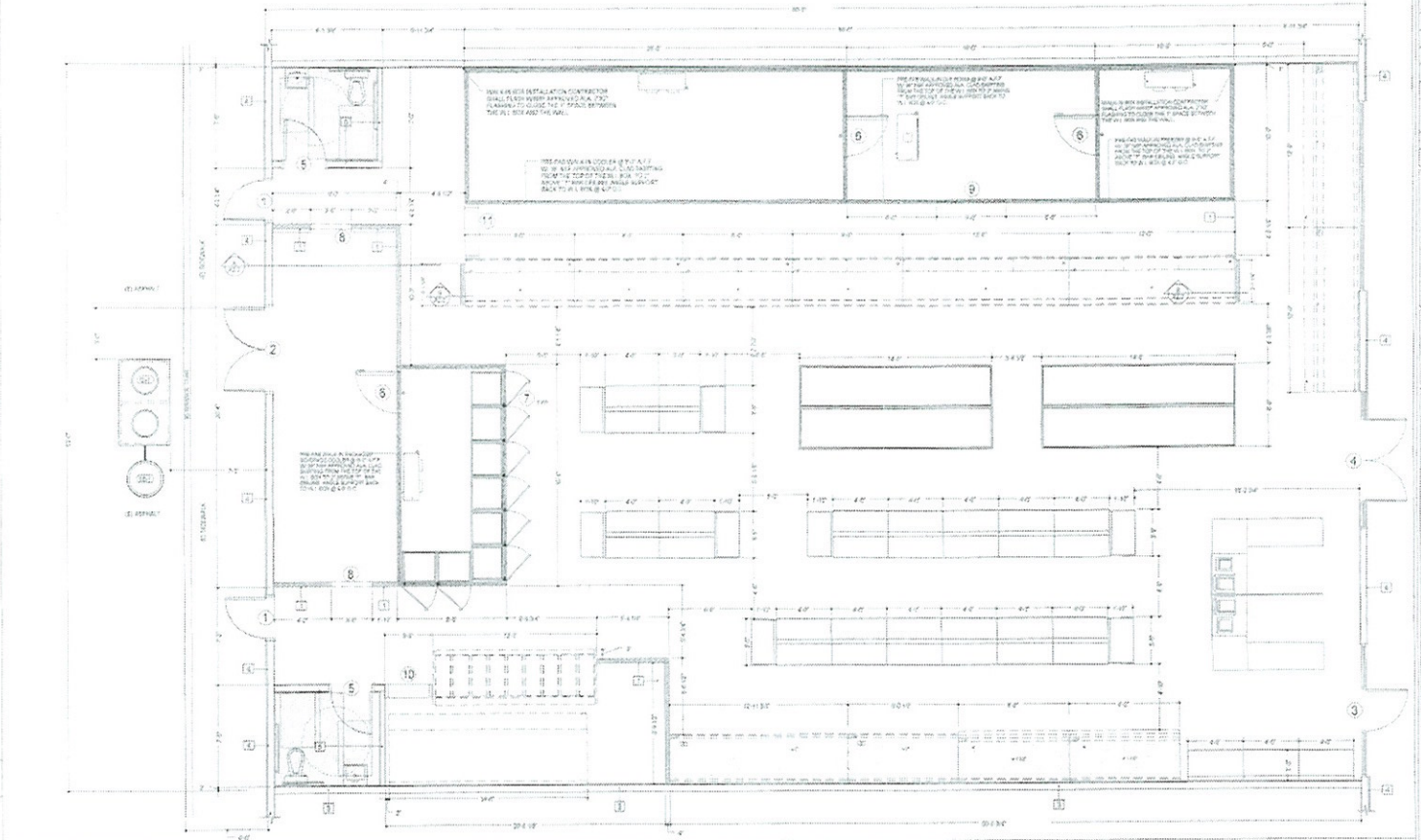
RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT



B TYP. NON-STRUCTURAL UTILITY COLUMN

(RC) TO SUPPLY & INSTALL ALL INTERCONNECTING REFRIG TUBING, HANGERS, FITTINGS INSULATION & FREON NECESSARY FOR A COMPLETE INSTALLATION. ALL MATERIALS TO BE NEW TUBING TO BE GRADE ACR BRAZING ALLOY TO BE HARRIS "STA-SILV" OR EQUAL. SOFT SOLDER JOINTS ARE NOT ACCEPTABLE. ALL EXPOSED SUCTION LINE NOT RUN IN FIXTURES TO BE INSULATED BACK TO REFRIG. RACK AFTER COMPLETIONOF ROUGH INSTALLATION ALL SYSTEMS TO BE PLACED UNDER 250 P.S.I. DRY NITROGEN PRESSURE FOR 24 HRS. ANY SYSTEM TO SHOW PRESSURE LOSS SHALL BE REPAIRED AT THAT TIME. AFTER FINAL CONNECTION TO EVAPORATORS & REFRIG. RACK, ALL SYSTEMS ARE TO BE EVACUATED TO 500 MICRONS WITH A VAC PUMP. (RC) SHALL INSTRUCT ELECTRIAL CONTRACTOR IN ON SITE MEETING AS TO THE CORRECT WIREING OF ALL SYSTEMS BEFORE ROUGH-IN. (RC) SHALL MAKE ALL ELECTRICAL TERMANATIONS TO EQUIPMENT.

REMOTE REFRIGERATION

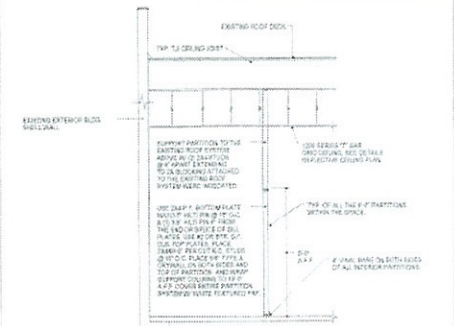


DIMENSIONAL FLOOR PLAN / PRE-FAB PARTITION PLACEMENT PLAN

TAG	ROUGH OPENING	FRAME	FRAME MATERIAL	SWING	DOOR SIZE	DOOR SLAB	HARD WARE	LOCK TYPE	STOP	REMARKS
1	N/A	PAINT GRADE METAL	(E) 1 3/4"	(E) SEE PLAN	(E) 36" W 84" H	PAINT GRADE METAL	(E) LEVER ADA	(E) PANIC	(E) FLOOR	INSTALL OPEN DOOR ALARM TO EXISTING HARDWARE, ELECTRICAL CONTRACTOR TO INSTALL AIR CURTIN MICRO SWITCH
2	N/A	PAINT GRADE METAL	(E) 1 3/4"	(E) SEE PLAN	(2) 36" W 84" H	PAINT GRADE METAL	(E) LEVER ADA	(E) PANIC	(E) FLOOR	INSTALL OPEN DOOR ALARM TO EXISTING HARDWARE, ELECTRICAL CONTRACTOR TO INSTALL (2) AIR CURTIN MICRO SWITCHS
3	N/A	(E) GLASS	(E) 4"	(E) SEE PLAN	36"W 84" H	(E) PRE-FINISH ALA & GLASS	(E) EP	(E) THUMB LOCK	FLOOR	(E) NO CHANGES
4	N/A	(E) GLASS	(E) 4"	(E) SEE PLAN	(2) 36" W 84" H	(E) PRE-FINISH ALA & GLASS	(E) EP	(E) THUMB LOCK	FLOOR	(E) NO CHANGES
5	N/A	BLACK T MBCU	4 7/8"	(E) SEE PLAN	36" W 80" H	PRAINT GRADE H.C.	ALUMINUM FLUSH ADA	EP	DOOR	INSTALL FRAME BEFORE WALL COVERINGS INSTALL STAINLESS STEEL PUSH PLATES BOTTOM BOTH SIDES(DOOR CART PROTECTION)
6	36" W 80" H	ALUMINUM STOREFRONT	4"	SEE PLAN	36" W 80" H	PRE-FINISH N/A	ALUMINUM FLUSH ADA	OUTSIDE LOCK INSIDE PANIC	WALL	NSF APPROVED CONSTRUCTION INSTALL BY REFRIGERATION CONTRACTOR
7	36" W 80" H	ALUMINUM STOREFRONT	4"	SEE PLAN	36" W 80" H	PRE-FAB STAINLESS GLASS	ALUMINUM FLUSH ADA	OUTSIDE LOCK INSIDE PANIC	WALL	NSF APPROVED CONSTRUCTION INSTALL BY REFRIGERATION CONTRACTOR
8	36" W 84" H	ALUMINUM STOREFRONT	4"	SEE PLAN	36 1/4" W 79 1/8" H	PRE-FAB STAINLESS GLASS	ALUMINUM FLUSH ADA	POS KARDLE	N/A	NSF APPROVED CONSTRUCTION INSTALL BY REFRIGERATION CONTRACTOR
9	36 1/4" W 84 1/4" H	ALUMINUM STOREFRONT	4"	N/A	N/A NO DOOR	N/A NO DOOR	N/A NO DOOR	N/A NO BODY	N/A NO DOOR	NSF APPROVED VERTICAL SLAT CURTAIN INSTALLED BY REFRIGERATION CONTRACTOR
9	36 1/4" W 84 1/4" H	ALUMINUM STOREFRONT	4"	N/A	N/A	VERTICAL SLAT	ALA. TOP SLIDE	N/A	N/A	NSF APPROVED VERTICAL SLAT CURTAIN INSTALLED BY REFRIGERATION CONTRACTOR
10	36" W DATE @ 84" H	ALUMINUM STOREFRONT	13"	LIFT DATE	36" W 84" H	LIFT DATE ALUMINUM STOREFRONT	WELDED S.S. 12" HINGE	N/A	END BLOCK	CUSTOM MANUFACTURED STAINLESS STEEL CONSTRUCTION INSTALLED BY REFRIGERATION CONTRACTOR
11	48 1/4" W DATE @ 84 1/4" H	ALUMINUM STOREFRONT	13"	LIFT DATE	48" W 84" H	LIFT DATE ALUMINUM STOREFRONT	WELDED S.S. 12" HINGE	N/A	END BLOCK	CUSTOM MANUFACTURED STAINLESS STEEL CONSTRUCTION INSTALLED BY REFRIGERATION CONTRACTOR

DOOR & OPENING SCHEDULE

PARTITION TYPES



A TYP. NON-STRUCTURAL PRE-FAB PARTITION

PARTITION SECTION

REVISIONS

DATE	DESCRIPTION

PROJECT TITLE

La Lupita Market

TENANT IMPROVEMENTS - COMMERCAIL LEASE SPACE

LAKE MEAD PROMENADE / NWC Tory Pines & Lake Mead
6430 W. LAKE MEAD, SUITES 2&3, LAS VEGAS, NV.

SHEET TITLE

TENANT IMPROVEMENT DIMENSIONAL FLOOR PLAN

DOOS & OPENING SCHEDULE

PARTITION TYPES

PARTITION SECTION

A2.2

SUP-35731
10/08/09 PC

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

SUP-35731 - APPLICANT: LA LUPITA MEAT, MARKET LLC - OWNER: V & I LAKE MEAD PROMENADE, LLC

6430 WEST LAKE MEAD BOULEVARD, SUITE #115

OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SUP-35731 - APPLICANT: LA LUPITA MEAT, MARKET LLC - OWNER: V & I LAKE MEAD PROMENADE, LLC

6430 WEST LAKE MEAD BOULEVARD, SUITE #115

OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

LAW OFFICE
Jay H. Brown, Ltd.
A PROFESSIONAL CORPORATION
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jay@jhbrownltd.com

June 17, 2009

City of Las Vegas Planning Department
731 South Fourth Street
Las Vegas, NV, 89101

Re: Use Permit to allow sale of off-sale beer, wine and cooler

Dear Sir / Madam,

On behalf of our client, La Lupita Meat Market, we respectfully request a Special Use Permit review to allow off-sale beer wine and coolers. The existing meat market is located within a C-1 zone which allows beer and wine sales in conjunction with a specialty retail store with a Special Use Permit.

The specialty retail store occupies +/- 4200 square feet within a strip mall at 6430 West Lake Mead. The only protected use within a 400 foot radius is a church located on the south side of Lake Mead Boulevard. Because Lake Mead Blvd is wider than 100 feet, Chapter 19.04, Off-sale Establishments, part 7.d deems that the separation requirement may be waived.

The La Lupita market has sold meat and produce from this location since October 2005. Since this time, the management has received several requests for beer and coolers during the summer barbeque season. Many customers assume beer and coolers are a compatible product to the large meat and produce based orders bought from the market. Based on the three years of operation the La Lupita management is confident that the off-sale products will be purchased in conjunction with groceries in contrast to a convenience store where off-sale products are typically sold individually.

Thank you for your consideration. If you have questions or concerns, please contact me at (702) 598-1408

Lora Dreja
Land Entitlements
Brown, Brown and Premsrirut

SUP-35731
10/08/09 PC

RECEIVED
AUG 25 2009
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

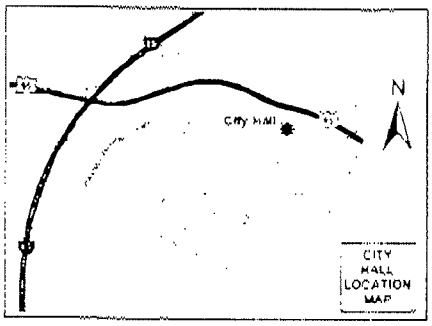
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 OCT 26 A 7:52

$ 00.41

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-35731

City Council Meeting of 11/4/2009

HOFER HELMUT & ANNA
3947 E LASS AVE
KINGMAN AZ 86409-0847

APN#13823412003

RECEIVED
CITY CLERK

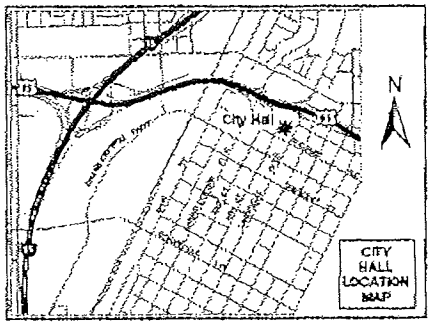
2009 OCT 26 A 7:52

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 OCT 23 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.

SUP-35731
City Council Meeting of 11/4/2009

CRIS CATHARINE & CRIS 1980 TRUST
8585 W CRAIG RD
LAS VEGAS NV 89129-2201

APN#13823210045

HAYDEN 1 89129

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:

SUP-35739 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHEREE SANDNESS, D.C. - OWNER: T I H PEAK LLC, ET AL - Request for a Special Use Permit FOR A PROPOSED 2,800 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A CITY PARK WHERE 400 FEET IS REQUIRED AND A 270-FOOT DISTANCE SEPARATION FROM ANOTHER MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS REQUIRED at 7250 Peak Drive, Suite #106 (APN 138-15-610-006), C-PB (Planned Business Park) Zone, Ward 4 (Anthony). Note: To be heard in conjunction with Morning Session Item 43. The Planning Commission (5-0 vote) and staff recommend APPROVAL

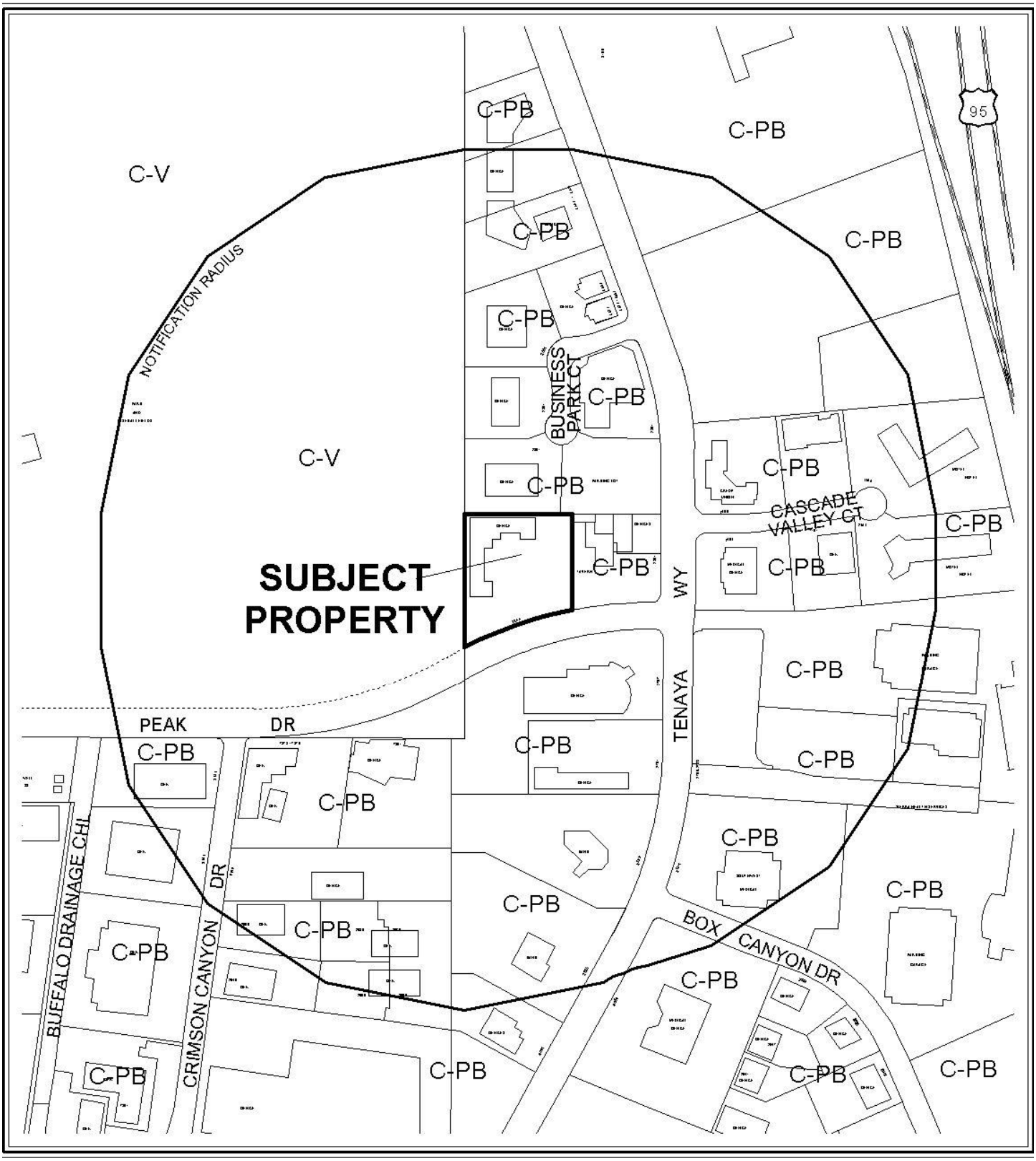
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



0 300 600 Feet

CASE: **SUP-35739**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N

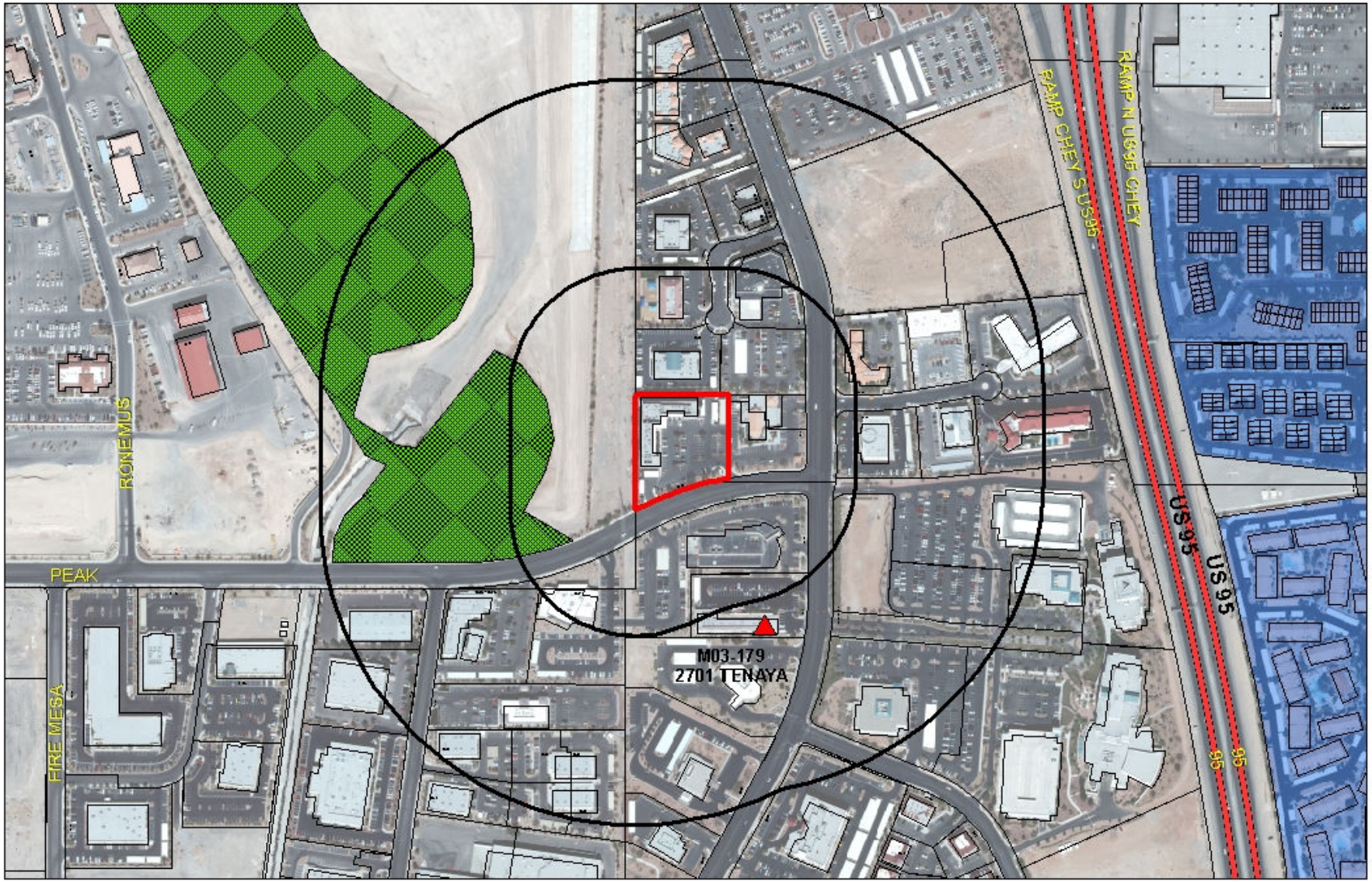
CASE: **SUP-35739**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

0 300 600 Feet

N



SUP-35739

Business Licenses

- Massage Establishment
- Child Care/ Children Facility

Protected Landuses

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- Residential Property
- 400' & 1000' Buffer

0 262.5 525 1,050 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35739 - APPLICANT: CHEREE SANDNESS, D.C. - OWNER: T I H PEAK LLC, ETAL

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. The proposed use shall not exceed the 202 square feet of space depicted in the floor plan date stamped on 10/08/09.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Massage Establishment use.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 2,800 square-foot Massage Establishment within an existing medical office in the Las Vegas Technology Center at 7250 Peak Drive, Suite #106. The existing medical office has a current business license for Accessory Massage, but is proposing to utilize two massage rooms with a total area of 202 square feet, which exceeds the maximum floor area of 150 square feet that is allowed for the Accessory Massage use; therefore, a Special Use Permit is required for a Massage Establishment use. Staff is recommending approval of this request as the proposed use can be conducted in a manner that is compatible with the surrounding uses.

Issues

- Waivers have been requested as part of this review to allow a 400-foot distance separation from another Massage Establishment where 1,000 feet is required and a zero-foot distance separation from a city park where 400 feet is required. Staff can support the Waiver requests as the proposed use will be conducted in conjunction with the medical office, and will be limited by condition of approval to 202 square feet of floor area, as designated on the floor plans.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
07/12/84	The City Planning Commission approved an annexation (A-0015-84) located west of Lorenzi Boulevard and south of Cheyenne Avenue.
10/16/96	The City Council approved request for a Plot Plan [Z-68-85(29)] and building elevation review on property located on north side of Peak Drive approximate 280 feet west of Tenaya Way for a proposed two story, 31,032 square-foot office building (Non-Urban) zone under Resolution of Intent to C-PB (Planned Business Park). The Planning Commission recommended approval.
06/02/08	A deed was recorded for a change of ownership.
Related Building Permits/Business Licenses	
05/23/01	A business license (M18-03150) was issued for a health food/vitamin store at 7250 Peak Drive, Suite #106. This license was marked out of business on 04/07/09.
01/31/02	A business license (H10-00141) was issued for a health food/vitamin store at 7250 Peak Drive, Suite #106. This license is still active.
01/31/02	A business license (Q07-00134) was issued for a medical firm at 7250 Peak Drive, Suite #106. This license is still active.
12/07/07	A business license (Q07-01441) was issued for a medical firm at 7250 Peak Drive, Suite #106. This license is still active.

06/18/09	A business license (M11-00012) was issued for a massage establishment (accessory) store at 7250 Peak Drive, Suite #106. This license is still active.
06/24/09	A business license (M12-01776) was issued for a management or consulting service at 7250 Peak Drive, Suite #106. This license is still active.
09/03/09	A business license (Q24-00010) was issued for a massage administration at 7250 Peak Drive, Suite #106. This license is still active.
10/08/09	The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #23/ao).

Pre-Application Meeting	
08/10/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Massage Establishment were discussed. Topics included waivers for distance separation from protected uses.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
09/10/09	Staff conducted a site visit and found the subject location to be a well maintained two-story office building within an existing commercial office center.

Details of Application Request	
Site Area	
Gross Acres	2.11

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Office	LI/R (Light Industrial / Research)	C-PB (Planned Business Park)
North	Office	LI/R (Light Industrial / Research)	C-PB (Planned Business Park)
South	Office	LI/R (Light Industrial / Research)	C-PB (Planned Business Park)
East	Office	LI/R (Light Industrial / Research)	C-PB (Planned Business Park)
West	Public	PF (Public Facility)	C-V (Civic)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O Airport Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

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	
Massage Establishment	2,800 SF	2 spaces for each massage room (2 massage room)	4	5	121	4	Y
Office Other than Listed	32,760 SF	1/300	110				
SubTotal			119		125		
TOTAL (including handicap)	35,560 SF		119		125		

Waivers		
Requirement	**Request**	**Staff Recommendation**
A 1000-foot distance separation from another Massage Establishment.	400 Feet	Approved
A 400 zero-foot distance separation from a City park.	Zero Feet	Approved

ANALYSIS

The subject site contains an existing 2,800 square-foot medical (chiropractor) office with an active business license for Accessory Massage, which allows up to 150 square feet of floor area to be dedicated to the use. The applicant is proposing to utilize two rooms with a total floor area of 202 square feet for the massage use, which requires the approval of this Special Use Permit. The proposed use will be conducted in conjunction with the medical office, with hours of operation from 8:00 am to 9:00 pm.

As part of this request, Waivers are required to allow a 400-foot distance separation from another Massage Establishment where 1,000 feet is required and a zero-foot distance separation from a city park where 400 feet is required. As the proposed use will be conducted in conjunction with the activities of the medical office, will be limited by condition of approval to 202 square feet of floor area as designated on the floor plans, and can be conducted in a manner that is compatible with the surrounding uses, staff can support the Waiver requests and is recommending approval of this Special Use Permit.

FINDINGS
The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed use will be performed in conjunction with the existing medical office, and can be conducted in a manner that is compatible with the surrounding land uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the Massage Establishment use, and the proposed location is suitable for the intensity of the use as proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is via driveways from north Tenaya Way and Peak Drive, both of which are 80-foot wide Secondary Collector Streets, according to the Master Plan of Streets and Highways, and are adequate to facilitate all traffic generated by the proposed use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this Special Use Permit will not compromise public health, safety, or welfare as the proposed Massage Establishment use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use fails to meet Minimum Special Use Requirements number 3 and 4 as listed in Title 19.04 for a Massage Establishment use. The applicant has requested waivers of these requirements as part of the review.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

ASSEMBLY DISTRICT 37

SENATE DISTRICT 6

NOTICES MAILED 44 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-35739** APN: 138-15-610-006

Name of Property Owner: TTH Peak LLC, et al

Name of Applicant: Cheree Sandness, D.C.

Name of Representative: same as above

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _____✓_____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Kimberly Chen, as agent for TTH Peak, LLC et al

Print Name: Kimberly Chen

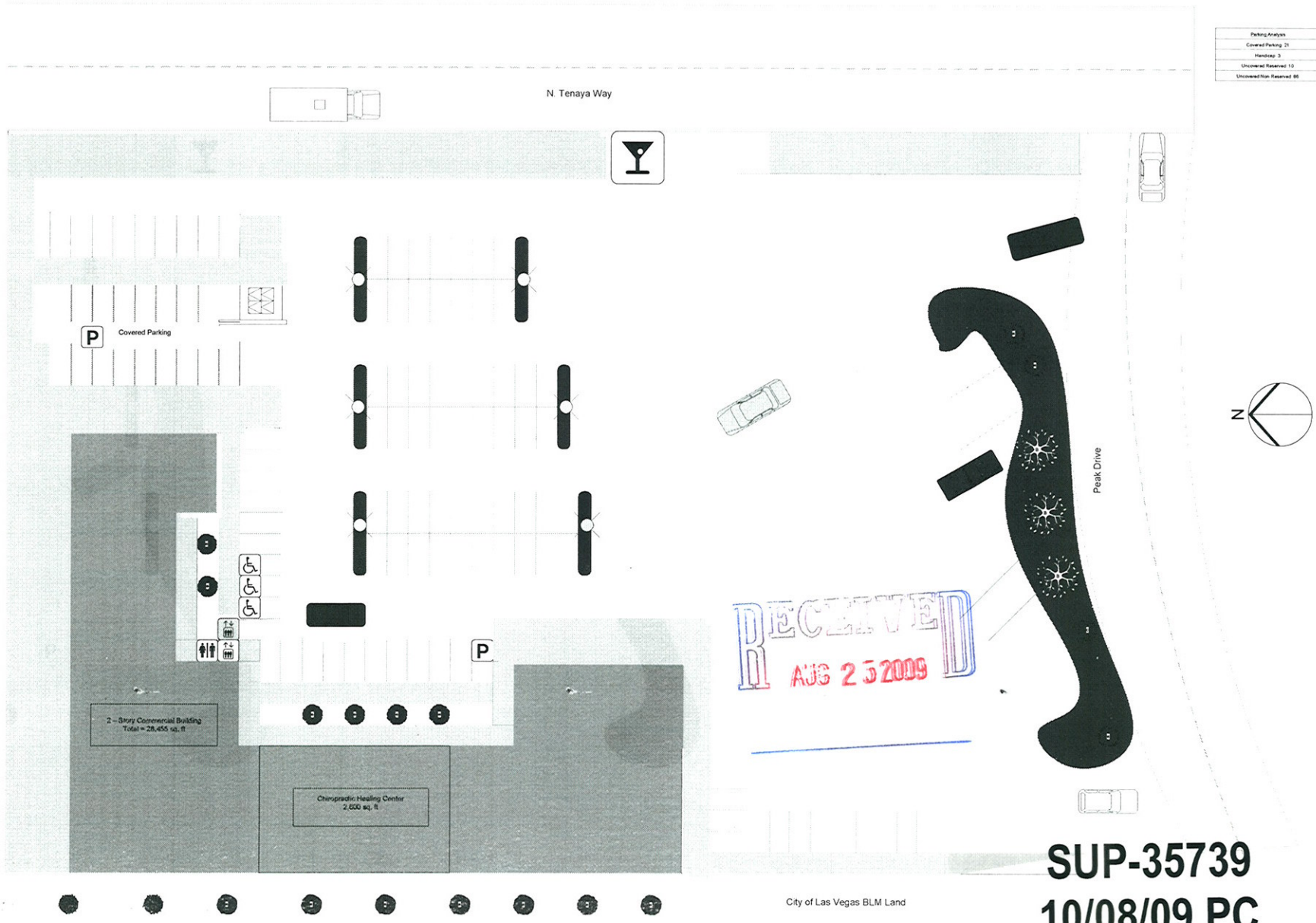
Subscribed and sworn before me

This 18 day of August, 2009

Clark Co., Nevada Linda M. Millican

Notary Public in and for said County and State

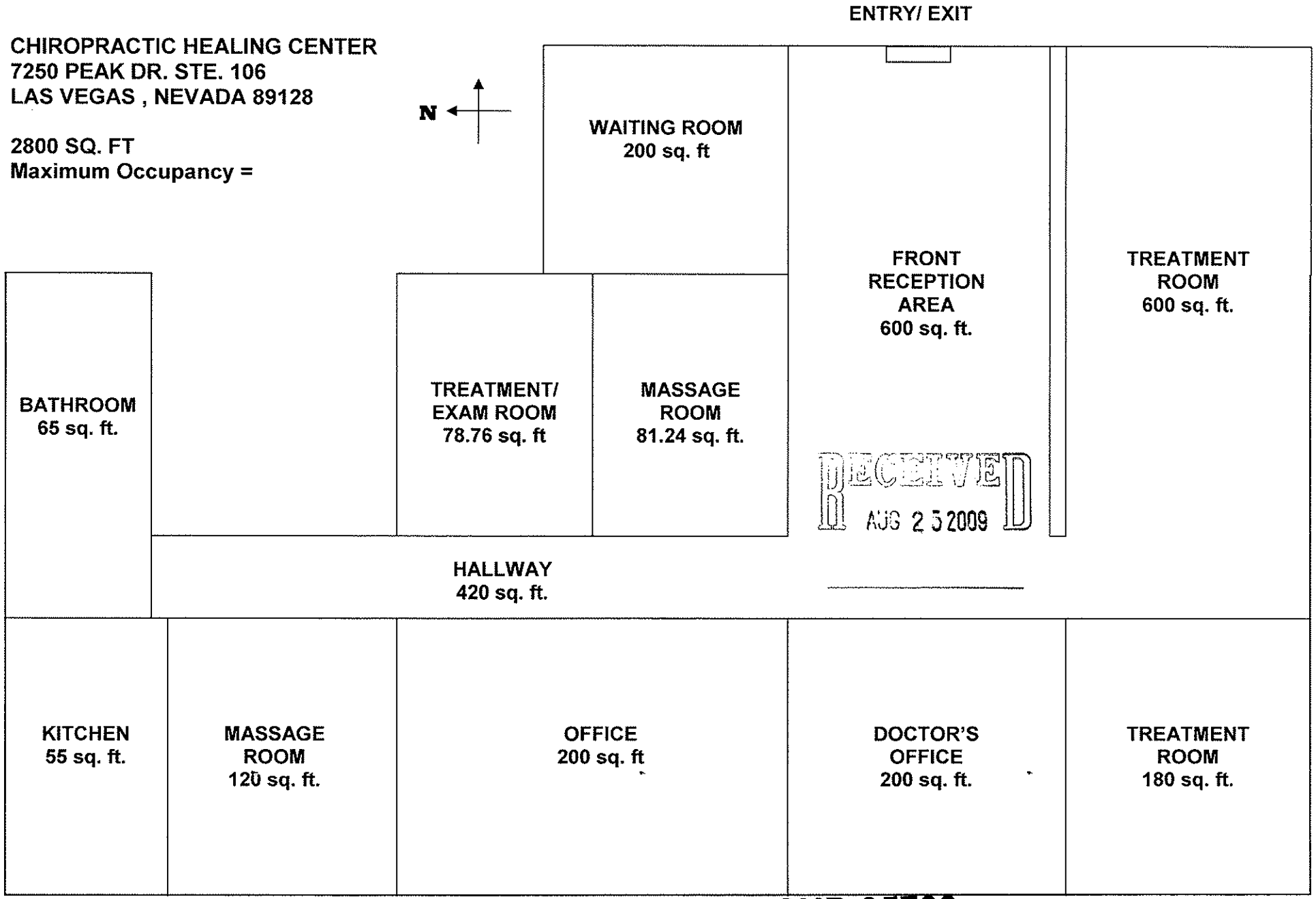
LINDA M. MILLICAN
Notary Public State of Nevada
No. 06-103501-1
My appt. exp. Jan. 11, 2010



SUP-35739
10/08/09 PC

CHIROPRACTIC HEALING CENTER
7250 PEAK DR. STE. 106
LAS VEGAS , NEVADA 89128

2800 SQ. FT
Maximum Occupancy =



SUP-35739
10/08/09 PC

SUP-35739 - APPLICANT: CHEREE SANDNESS, D.C. - OWNER: T I H PEAK LLC, ET AL
7250 PEAK DRIVE, SUITE #106
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SUP-35739 - APPLICANT: CHEREE SANDNESS, D.C. - OWNER: T I H PEAK LLC, ET AL
7250 PEAK DRIVE, SUITE #106
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

SUP-35739 - APPLICANT: CHEREE SANDNESS, D.C. - OWNER: T I H PEAK LLC, ET AL
7250 PEAK DRIVE, SUITE #106
OCTOBER 8, 2009 PLANNING COMMISSION

09/03/09

CHIROPRACTIC
HEALING CENTER

August 19, 2009

To Whom It May Concern:

The purpose of this letter is to request a special use permit for my massage establishment so that I may be able to run my business as I did prior to the massage law changes that came into effect in the beginning of 2009.

I have been fortunate to have had my chiropractic office for 7 successful years and going. I am a chiropractor and have found that patients have the best results from chiropractic care along with massage therapy.

Due to the new massage law changes, I have had to undergo many unexpected changes in my business which as a result has had a significant affect on my business as well as the livelihood of my employees. I currently have my massage establishment ancillary business license and I am only permitted 150 sq. ft. for massage therapy usage. In my office space I had 3 designated rooms for massage equaling approximately 10% of my clinic, but because of the permissible space I am only able to use 1 out of the 3 rooms. I currently have 3 massage therapists and I have been forced to rotate them in one room and the conveniences of getting a massage for my patients have been very limited.

Along with my request to apply for a special use permit, I would also like this letter to serve as a waiver. I am fully aware that my clinic is within close proximity of another massage establishment. I am also aware that I am not within the required distance separation from a City Park. During the 7 years that I have resided in my office, both the City Park and the massage establishment were already established and they would not experience any impact or change.

Aside from the waiver that I am requesting for, I fall under the minimum necessities to apply for a special use permit. I will comply with all applicable requirements of LVMC Title 6. My hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m.

I do appreciate your kind consideration in regards to this matter. Once again I do not wish to make any drastic changes to my clinic. I would just like to run my business as effectively as I was before the new massage law changes came into effect.

Thank you,

Dr. Cheree Sandness

RECEIVED
AUG 25 2009

SUP-35739
10/08/09 PC

7250 Peak Drive, Suite 106, Las Vegas, NV 89128 Tel (702) 215-2090 Fax (702) 215-2092

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

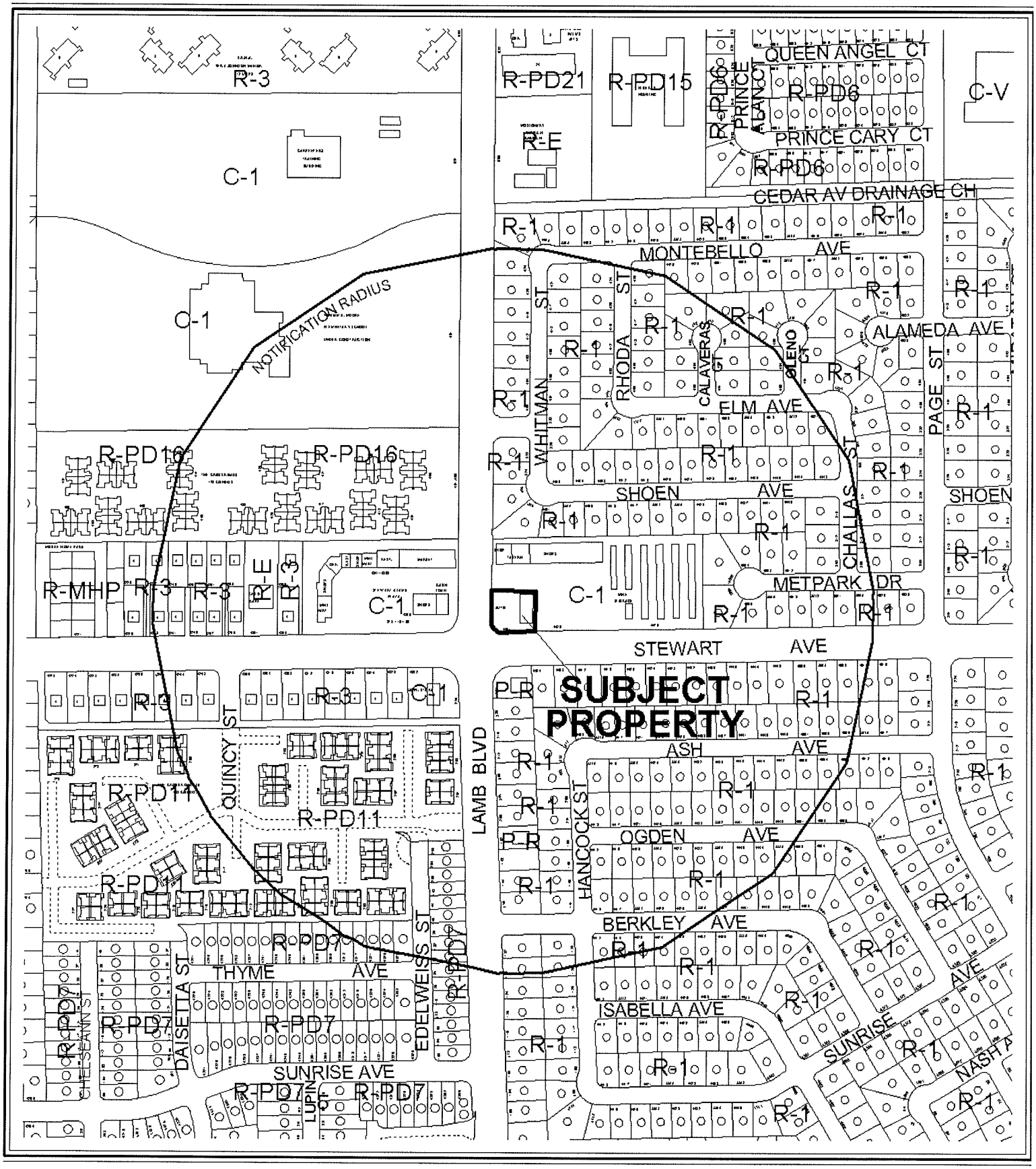
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-36189 - REQUIRED REVIEW – PUBLIC HEARING - APPLICANT: EL COMPA TIRES - OWNER: ARMENIAN & KOUTNOUYAN - Required Review of a previously approved Special Use Permit (SUP-3128) FOR AN AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES AND SERVICE) AND AUTO REPAIR GARAGE, MINOR on 0.36 acres located at 4401 Stewart Avenue (140-32-301-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-3128
6. Protest Postcard



CASE: **RQR-36189**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 500 Feet

CASE: **RQR-36189**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 04, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-36189 - REQUIRED REVIEW – SPECIAL USE PERMIT –
APPLICANT: EI COMPA TIRES - OWNER: ARMENIAN & KOUTNOUYAN

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If approved, subject to:

Planning and Development

1. Conformance to the conditions of approval for Special Use Permit (SUP-3128).

2. This Special Use Permit (SUP-3128) shall be reviewed in one year by the City Council.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is the third Required Review of a previously approved Special Use Permit (SUP-3128) for an Auto Repair Garage, Minor located on the northeast corner of Stewart Avenue and North Lamb Boulevard.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/07/77	The City Council approved a request for Rezoning (Z-0075-77) from R-E (Residence Estates) to C-1 (Limited Commercial) of property generally located on the northeast corner of Lamb Boulevard and Stewart Avenue. The Planning Commission recommended approval on 08/11/97.
01/21/04	The City Council approved a request for a Special Use Permit (SUP-3128) for Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor located at 4401 Stewart Avenue. The Planning Commission recommended approval on 11/20/03.
04/13/04	A Vehicle Infraction (12677) was processed for a vehicle for sale in the parking lot at 4401 Stewart Avenue. Code Enforcement closed the case on 04/13/04.
04/21/04	A Vehicle Infraction (13422) was processed for a vehicle for sale in the parking lot of 4401 Stewart Avenue. Code Enforcement closed the case on 04/21/04.
06/29/04	A Code Enforcement case (17341) was processed for a Tire Shop at 4401 Stewart Avenue not meeting the landscaping conditions imposed by the City Council. Code Enforcement closed the case on 07/13/04.
07/14/04	A Vehicle Infraction (18028) was processed for an abandoned blue Honda Accord without plates at 4401 Stewart Avenue. Code Enforcement closed the case on 08/03/04.
10/26/06	A Code Enforcement case (47462) was processed for a Tire Shop working outside the scope of zoning at 4401 Stewart Avenue. Code Enforcement closed the case on 12/20/06.
02/20/08	A Code Enforcement case (62506) was processed for signs/storage/business outside the bays at 4401 Stewart Avenue. Code Enforcement closed the case on 05/27/08.
09/04/08	A Code Enforcement case (69360) was processed for a Tire Shop having storage in public view at 4401 Stewart Avenue. Code Enforcement closed the case on 09/24/08.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/15/08	The City Council approved a request for a Required Review (RQR-29762) of a previously approved Special Use Permit (SUP-3128) for Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor located at 4401 Stewart Avenue.
05/06/09	The City Council approved a request for a Required Review (RQR-33579) of a previously approved Special Use Permit (SUP-3128) for Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor located at 4401 Stewart Avenue.
Related Building Permits/Business Licenses	
07/27/04	A building permit (4018573) was issued for tenant improvements for a Certificate of Occupancy: change of use at 4401 Stewart Avenue. The permit was finalized on 10/20/04.
08/20/07	A business license (G02-00772) was issued for an Auto Repair Garage, Minor at 4401 Stewart Avenue. The license is still active.
05/06/08	A building permit (8000140) was issued for a 65-foot sign at 4401 Stewart Avenue.
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.	

Field Check	
10/12/09	Staff conducted a field check of the subject site with the following observations: • The perimeter landscaping was in good condition. • There was some graffiti on the upper east end of the building. • There were four (4) small neon green signs on the front of the building that are not permitted, along with an advertising banner near one of the bay entrances. • Tires and rims were on display in the front of the building outside the bay entrances.

Details of Application Request	
Site Area	
Gross Acres	0.36

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishment and Tavern	SC (Service Commercial)	C-1 (Limited Commercial)

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
South	Office	O (Office)	P-R (Professional Office and Parking Lot)
	Single Family Residences	L (Low Density Residential)	R-1 (Single-Family Residential)
East	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
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		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 Required Review of a previously approved Special Use Permit (SUP-3128) for an Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor located at 4401 Stewart Avenue. Staff conducted a field inspection of the subject site on 10/12/09 and found several unauthorized signs, graffiti on the top portion of the building, and tires and rims displayed outside the building.

The following conditions of approval for Special Use Permit (SUP-3128) are listed below:

1. The hours of operation shall be from 8:00 a.m. to 6:00 p.m.

2. A trash dumpster shall be located and fully enclosed to meet Title 19 standards.

3. No signage shall be placed on the lawn or landscaped areas.

4. There shall be no outside displays.

5. The Special Use Permit shall be reviewed in six months by City Council.

6. This Special Use Permit 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.

7. Prior to the issuance of a certificate of Occupancy, the owners of parcels APN 140-32-201-001 and APN 140-32-201-002 must execute an Off-Site Parking Agreement or similar document, satisfactory to the City Attorney, allowing for the use of five additional parking spaces for the subject site.

8. A landscape plan showing shrubs in conformance to Code standards must be submitted and approved by the Planning and Development Department staff prior to or at the same time application is made for a building permit.

9. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler system shall be cause for revocation of a business license.

10. All repair, service, and installation work shall be performed within a completely enclosed building.

11. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.

12. No outside storage of stock, equipment, or residual used equipment shall be located in any open area outside of an enclosed building.

13. All disabled vehicles shall be stored in an area, which is screened from view from the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.

14. All City Code requirements and design standards of all City departments must be satisfied.

15. Dedicate an additional 29 feet of right-of-way for a total radius of 54 feet on the northeast corner of Stewart Avenue and Lamb Boulevard prior to the issuance of any permits as required by the department of Public Works. Alternatively, the applicant may grant a traffic signal chord easement on the northeast corner of Stewart Avenue and Lamb Boulevard: coordinate with the Right-of-Way section of the department of Public Works for assistance in the preparation of appropriate documents prior to the issuance of any permits for this site.

16. Provide a copy of a recorded Joint Access and parking Agreement between this site and the adjoining parcel to the north prior to the issuance of any permits.

FINDINGS

During the site inspection on 10/12/09, the applicant was in violation of Condition #1, #3, and #4 of the approved Special Use Permit (SUP-3128). The sign above the bay entrances "24-hour LLANTERA" advertises service after the approved business hours. The unauthorized signage consisted of four (4) neon green signs and one (1) banner on the front of the building by the bay entrances. The outside display of products consisted of a stack of tires under a plastic cover (TOVO Tires), along with tires and rims on display outside the bay entrances. As the applicant is in violation of the Conditions of Approval of the Special Use Permit (SUP-3128), staff is recommending denial.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 420

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-36189 APN: 140-32-201-002

Name of Property Owner: Armenian & Koutnouyan

Name of Applicant: El Compa Tires

Name of Representative: G.C. Garcia, Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: N. Armenian

Print Name: Nora Armenian

Subscribed and sworn before me

This 14 day of September 2009

Lois Sanders
Notary Public
State of Nevada
Date Appointment Exp: 01-16-2012
Certificate No: 00-60999-1

Lois Sanders

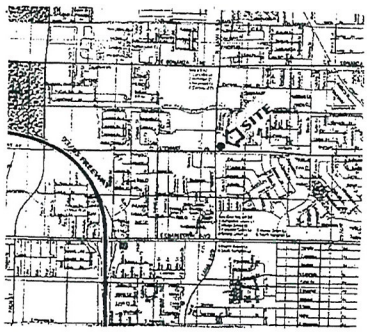
Clark Nevada
Notary Public in and for said County and State

KEYNOTES

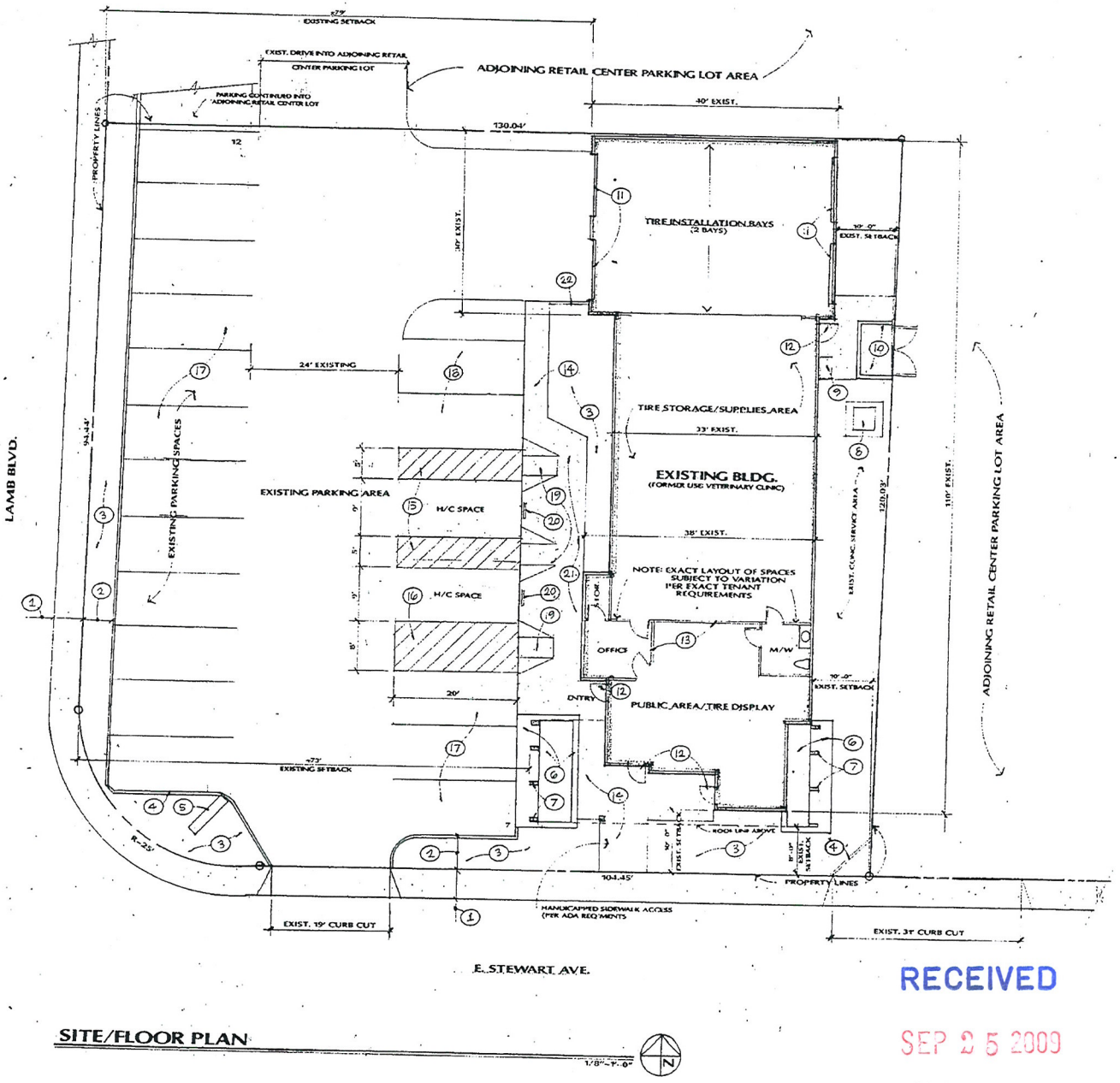
1. EXIST. 5' CONC. WALK
2. " 5' PLANTING AREA
3. "
4. " CONC. CURB
5. " SIGN (24" WIDE X 6' HIGH)
6. " BRICK PLANTER
7. " A-FRAME BLDG. ROOF BEAMS (SEE BLDG. ELEVS.)
8. " A/C EQUIP. PAD
9. " ELECT. PANEL
10. " CMU TRASH ENCLOSURE
11. NEW 10'WIDE&8' HIGH ROLL-UP STEEL OVERHEAD DOORS (SEE BLDG. FLR. PLAN)
12. EXIST. DOOR
13. NEW WOOD STUD INTERIOR WALLS (PROPOSED)
14. EXIST. CONC. WALK
15. NEW 5' WIDE STRIPED HANDICAPPED ACCESS AISLE
16. NEW 8' WIDE VAN ACCESSIBLE STRIPED HANDICAPPED ACCESS AISLE
17. EXIST. 9'X20' PARKING SPACES
18. NEW STRIPED PARKING SPACES IN AREA OF EXIST. SPACES (SHIFTED BY NEW H/C SPACES)
19. NEW CONC. HANDICAPPED RAMPS: 3' WIDE (MIN.) x 6' LONG, MAX. (PER ADA REQUIREMENTS)
20. NEW H/C SPACE POLE SIGN (PER ADA REQUIREMENTS)
21. NEW CONC. WALK
22. NEW CONC. CURB

TABULATION

ZONING: COMMERCIAL (EXISTING)
BLDG. USE: TIRE SHOP(WITHIN EXIST. BLDG. SHELL)
TOTAL BLDG. AREA:3770 SQ. FT.
PARKING REQUIRED (PER CITY TITLE 10A): 16 (1/250-SERVICE STATION)
PARKING PROVIDED: 19 (INCLUDING 2 HANDICAPPED SPACES)



VICINITY MAP



SITE/FLOOR PLAN

1/8"=1'-0"

RECEIVED
SEP 25 2009

RQR-36189
11-04-09 CC

REVISIONS

TIRE STORE
(INTERIOR REMODEL WITHIN EXISTING BLDG.)
E. STEWART AVE. AT LAMB BLVD.

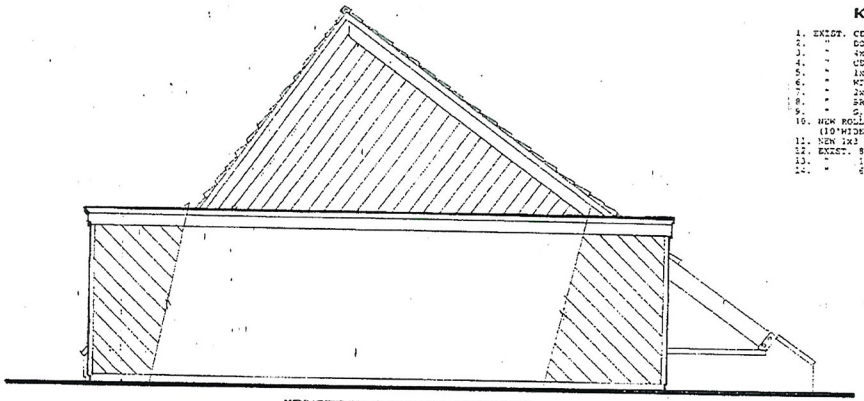
Architecture Design and Development

SITE/FLOOR PLAN

Date
Scale
Drawn
Job
Sheet 1 of 2 Sheets

KEYNOTES

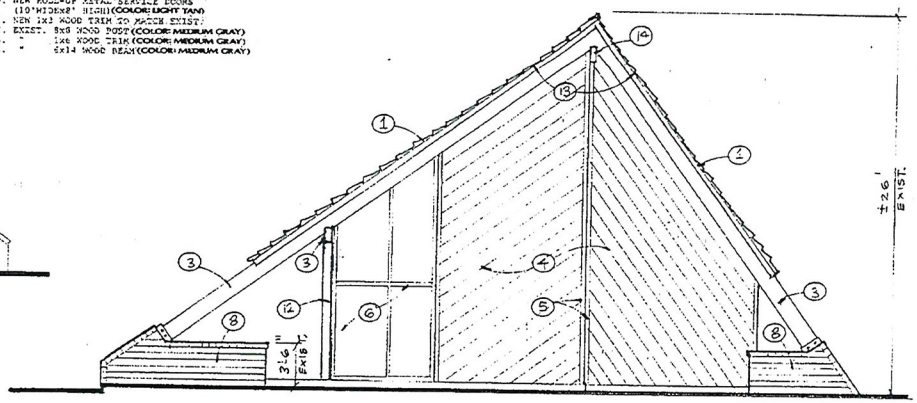
1. EXIST. CEDAR SHAKE SHINGLE ROOF (COLOR: REDDISH BROWN)
2. " DOOR
3. " 4x14 WOOD BEAMS (COLOR: MEDIUM GRAY)
4. " CEDAR SIDING (1x8 BOARDS) (COLOR: LIGHT TAN)
5. " 1X3 WOOD TRIM (COLOR: MEDIUM GRAY)
6. " WINDOW UNIT
7. " 2x12 WOOD FASCIA (COLOR: MEDIUM GRAY)
8. " BRICK PLANTER (COLOR: REDDISH BROWN)
9. " G.I. GRAVEL STOP
10. NEW ROLL-UP METAL SERVICE DOORS (10'WIDE x8' HIGH) (COLOR: LIGHT TAN)
11. NEW 1X2 WOOD TRIM TO MATCH EXIST.
12. EXIST. 8x8 WOOD POST (COLOR: MEDIUM GRAY)
13. " 1x6 FOOT TRIM (COLOR: MEDIUM GRAY)
14. " 6x14 WOOD BEAM (COLOR: MEDIUM GRAY)



KEYNOTES SAME AS WEST & NORTH ELEVS.

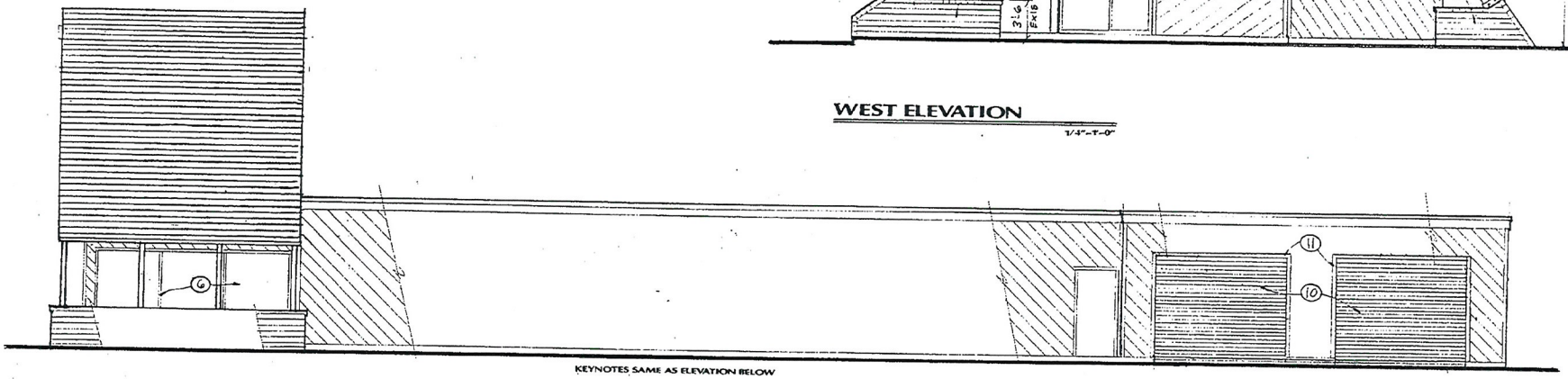
EAST ELEVATION

1/4"=1'-0"



WEST ELEVATION

1/4"=1'-0"

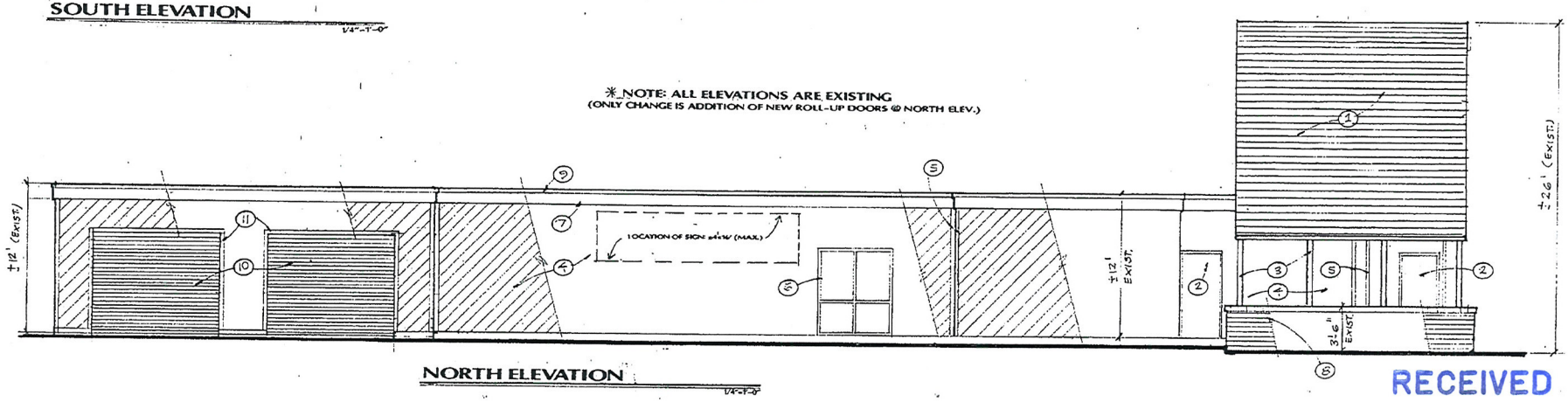


KEYNOTES SAME AS ELEVATION BELOW

SOUTH ELEVATION

1/4"=1'-0"

✳NOTE: ALL ELEVATIONS ARE EXISTING
(ONLY CHANGE IS ADDITION OF NEW ROLL-UP DOORS @ NORTH ELEV.)



NORTH ELEVATION

1/4"=1'-0"

RECEIVED

SEP 25 2009

RQR-36189

11-04-09 CC

REVISIONS

TIRE STORE
(INTERIOR REMODEL WITHIN EXISTING BLDG.)

Architecture Design and Development

EXTERIOR ELEVATIONS

Date
Scale
Drawn
Job

Sheet 2 of 2 Sheets

4401 E. Stewart
Photos of Existing Building

GCGARCIA
A Planning & Development Services Corporation
September 2009

RQR-36189

11-04-09 CC

September 25, 2009

Peter Lowenstein, AICP
Planning and Development Department
City of Las Vegas
731 South 4th Street
Las Vegas, NV 89131

RE: 4401 East Stewart Avenue Auto Repair Garage, Minor (SUP-3128)
Justification Letter for A Six Month Review of an Special Use Permit

Dear Mr. Lowenstein:

On behalf of our client, Nora Amernian & Juan Pena, please accept this letter as justification for a Six Month Review of an SUP (SUP -3128) for an Auto Repair Garage, Minor to permit the sales and installation of tires at 4401 East Stewart Avenue on the north east corner of Stewart Avenue and Lamb Boulevard, APN# 140-32-201-002.

The SUP includes specific conditions and plans for improving the operation of the site (see attached approval letters & plans). Below is a status report on compliance with Conditions of Approval as summarized below:

SUP-3128

1. Hours of operation- The tire store is in compliance with this requirement
2. A trash dumpster shall be located and fully enclosed to meet Title 19 standards- a trash enclosure has been constructed on the east side of the building.
3. No signage shall be placed on the lawn or landscaped areas.- Signs are not located in the landscaped areas.
4. There shall be no outside displays-There is no outside storage displays.
5. The Special Use Permit shall be reviewed in six months by City Council.- Applied for with the letter.
6. This Special Use Permit 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.- This item is scheduled to go before City Council on 11/04/09.
7. Prior to the issuance of a Certificate of Occupancy, the owners of parcels APN 140-32-201-001 and APN 140-32-201-02 must execute and Off-Site Parking Agreement or similar document satisfactory to the City Attorney, allowing for the use of five additional parking spaces of the subject site.- A copy of the parking agreements are included in the package.
8. A landscape plan showing shrubs in conformance to the Code standards must be submitted and approved by the Planning Development Department Staff prior to or at the same time application is made for a building permit.-To the best of our knowledge, a landscape plan is in conformance to Code standards and was approved by the Planning Development Department staff.

GCGARCIA

RQR-36189
11-04-09 CC

A Planning & Development Services Corporation
1711 Whitney Mesa Drive, Suite 110, Henderson, Nevada 89014-2158
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

9. Landscaping and a permanent underground sprinkler system shall b installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license. –An underground sprinkler system has been installed and maintained.
10. All repair, service, and installation of work shall be performed within a completely enclosed building.- The repair, service and installation work is being completed within the building.
11. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.- Equipment is being stored inside of an enclosed building.
12. No outside storage stock, equipment, or residual used equipment shall be located in any open area outside of an enclosed building. –No outside storage is occurring; all equipment is located inside an enclosed building.
13. All disabled vehicles shall be stored in an area, which is screed from view of the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.- Vehicles are not being stored on the property.
14. All City Code requirements and design standards of all City departments must be satisfied. - To the best of our knowledge, all requirements are being met.
15. Dedicate an additional 29 feet of right-of-way for a total radius of 54 feet on the northeast corner of Stewart Avenue and Lamb Boulevard prior to the issuance of any permits as required by the Department of Public Works. Alternatively, the applicant may grant a traffic signal chord easement of the northeast corner of Stewart Avenue and Lamb Boulevard; coordinate with the Right-of-Way Section of the Department of Public Works for assistance in the preparation of appropriate documents prior to the issuance of any permits for this site. To the best of our knowledge, all right-of-way issues are resolved.
16. Provide a copy of a recorded Joint Access and Parking Agreement between this site and the adjoining parcel to the north prior to the issuance of any permits.- A copy of the parking agreements are included in the application package.

In summary, we believe that the review will find that the use does comply with the conditions of approval and that areas of concern from the last review have been resolved with the signage being removed and the work being conducted within the building. We respectfully request your favorable consideration. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,

George Garcia,
President

GCG:dw

RECEIVED

SEP 25 2009

RQR-36189
11-04-09 CC

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

February 6, 2004

Ms. Nora Armenian
Armenian & Koutnouyan
1000 Stephanie Place, Suite #3
Henderson, Nevada 89014

RE: SUP-3128 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 21, 2004

Dear Ms. Armenian:

The City Council at a regular meeting held January 21, 2004 APPROVED the request for a Special Use Permit FOR AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES & SERVICE) AND A PROPOSED AUTO REPAIR GARAGE, MINOR, located at 4401 Stewart Avenue (APN: 140-32-201-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the City Clerk's Office on January 22, 2004. This approval is subject to:

Planning and Development

1. The hours of operation shall be from 8:00 a.m. to 6:00 p.m.

2. A trash dumpster shall be located and fully enclosed to meet Title 19 Standards.

3. No signage shall be placed on the lawn or landscaped areas.

4. There shall be no outside displays.

5. The Special Use Permit shall be reviewed in six months by City Council.

6. This Special Use Permit 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.

7. Prior to the issuance of a Certificate of Occupancy the owners of parcels APN 140-32-201-001 and APN 140-32-201-002 must execute an Off-Site Parking Agreement or similar document, satisfactory to the City Attorney, allowing for the use of five additional parking spaces for the subject site.

8. A landscaping plan showing shrubs in conformance to Code standards must be submitted and approved by the Planning and Development Department Staff prior to or at the same time application is made for a building permit.

RQR-33579
05-06-09 CC

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

9. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. [Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.]

10. All repair, service, and installation work shall be performed within a completely enclosed building.

11. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.

12. No outside storage of stock, equipment or residual used equipment shall be located in any open area outside of an enclosed building.

13. All disabled vehicles shall be stored in an area, which is screened from view from the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.

14. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

15. Dedicate an additional 29 feet of right-of-way for a total radius of 54 feet on the northeast corner of Stewart Avenue and Lamb Boulevard prior to the issuance of any permits as required by the Department of Public Works. Alternatively, the applicant may grant a traffic signal chord easement on the northeast corner of Stewart Avenue and Lamb Boulevard; coordinate with the Right-of-Way Section of the Department of Public Works for assistance in the preparation of appropriate documents prior to the issuance of any permits for this site.

16. Provide a copy of a recorded Joint Access and Parking Agreement between this site and the adjoining parcel to the north prior to the issuance of any permits.

Sincerely,

Angela Crolli
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

RQR-33579
05-06-09 CC

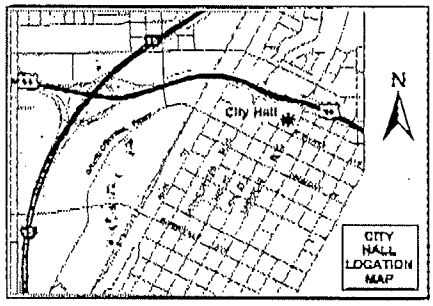
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
MAILED FROM ZIP CODE 89101

2009 OCT 26 P 1:34
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 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-36189
City Council Meeting of **11/04/2009**

Case: RQR-36189

14031718017
ERTINI MARTIN
1501 S MARYLAND PKWY
LAS VEGAS NV 89104-3313

HAVDS11 89104

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009

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

SUBJECT:

SDR-32534 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MFE, INC. - Request for a Major Amendment to an approved Site Development Plan Review (SDR-5893) FOR A PROPOSED 3,600 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS AND 1,300 SQUARE FEET OF RETAIL WITH WAIVERS OF THE TOWN CENTER COMMERCIAL DEVELOPMENT, LANDSCAPE AND STREETSCAPE STANDARDS WHERE A 3,500 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS WAS APPROVED on 1.12 acres at the southwest corner of Tenaya Way and Azure Drive (APN 125-27-222-009), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). NOTE: THIS APPLICATION HAS BEEN AMENDED FOR A PROPOSED 3,334 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS AND 1,665 SQUARE FEET OF RETAIL WHERE A 3,500 SQUARE-FOOT CONVENIENCE STORE WITH FUEL PUMPS WAS APPROVED. The Planning Commission (5-0 vote) and staff recommend APPROVAL

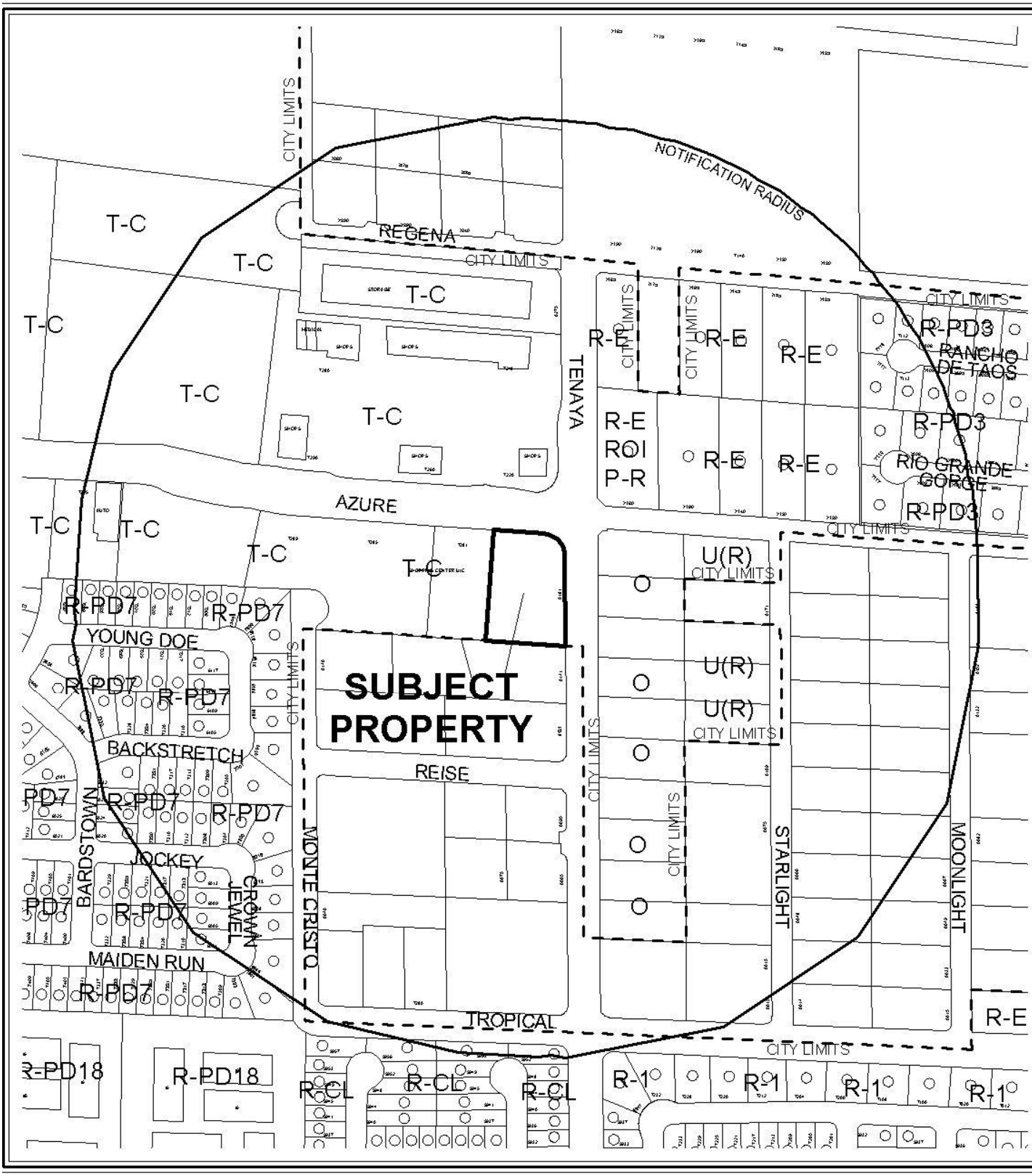
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the October 8, 2009 Planning Commission Meeting Item 10



CASE: **SDR-32534**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SX-TC (SUBURBAN MIXED USE - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

CASE: **SDR-32534**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SX-TC (SUBURBAN MIXED USE - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 4, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-32534 - APPLICANT/OWNER: MFE, INC.

** CONDITIONS **

The Planning Commission (5-0 vote) and staff recommend APPROVAL, subject to conditions.

Planning and Development

1. No outdoor pay phones shall be installed on-site.

2. All signage facing Tenaya Way shall be back-lighted.

3. Any other lighting on the east elevation of the building shall be shielded and directed downward.

4. No outdoor public address system shall be installed beyond the system customarily installed with the fuel pumps.

5. The site shall be chemically treated to reduce the number of insects prior to grading.

6. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0076-98), Site Development Plan Review [Z-0076-98(20)], Special Use Permits (SUP-5894, SUP-10422 and SUP-10423) and Site Development Plan Review (SDR-5893) shall be required, except as amended herein.

7. 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.

8. All development shall be in conformance with the site plan, date stamped 08/17/09 as well as the landscape plan, and building elevations, date stamped 08/07/09, except as amended by conditions herein.

9. 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.

10. 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.

11. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

12. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

13. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

14. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

15. 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.

16. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

18. All additional rights-of-way required by Standard Drawing #234.3 for a bus stop shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in an approved Traffic Impact Analysis.

19. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

20. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards and Town Center Standards concurrent with development of this site of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

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. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

23. Unless otherwise authorized by the City Engineer, grant an appropriate Multi-use Transportation Trail easement overlying the existing trail alignments prior to the issuance of any permits for this site. Alternatively, provide proof of an existing grant of easement for the trail.

24. Site development to comply with all applicable conditions of approval for Z-76-98(20), the Montecito East Commercial Subdivision and all other applicable site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to an approved Site Development Plan Review (SDR-5893) for a proposed 3,334 square-foot Convenience Store with Fuel Pumps and 1,665 square feet of retail lease space where a 3,500 square-foot Convenience Store with Fuel Pumps was previously approved on 1.12 acres at the southwest corner of Tenaya Way and Azure Drive. This request will increase building area and required parking. If this application is denied, site development must comply with the previously approved Site Development Plan Review (SDR-5893).

The proposed Convenience Store with Fuel Pumps is compatible with the General Plan and Title 19, as well as adjacent development in the area; therefore, staff is recommending approval of this Site Development Plan Review request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/98	The City Council approved a Rezoning (Z-0076-98) as part of a larger request to T-C (Town Center) on 1,468 acres. The Planning Commission recommended approval. Staff recommended approval.
04/04/01	The City Council approved a Site Development Plan Review [Z-0076-98(20)] for a proposed 138,000 square-foot commercial development on 14.16 acres on the northwest side of Tenaya Way and Azure Drive, and a 110,000 square-foot commercial development on 16.66 acres on the southwest side of Tenaya Way and Azure Drive.
06/18/03	The City Council approved a request for an Extension of Time (EOT-2152) of an approved Site Development Plan Review [Z-0076-98(20)] for a proposed 138,000 square-foot commercial development on 14.16 acres located adjacent to the northwest corner of the intersection of Tenaya Way and Azure Drive, and for a proposed 110,000 square-foot commercial development on 16.66 acres located on the southwest side of Tenaya Way and Azure Drive. Planning Commission recommended approval.
03/17/04	The City Council approved a Major Modification (MOD-3652) to the Town Center Development Standards to allow Auto Parts (New and Rebuilt) (Accessory Sales and Service) as a permitted use in the SX-TC (Suburban Mixed Use - Town Center) district with the approval of a Special Use Permit and Conditions of Approval. Planning Commission recommended approval.

01/08/04	The Planning Commission approved a Master Sign Plan (DIR-3572) for an approved retail center on 14.16 acres adjacent to the northwest corner of Tenaya Way and Azure Drive, and on 16.66 acres on the southwest side of Tenaya Way and Azure Drive. Planning Commission recommended approval.
04/06/05	The City Council approved a request for a Review of Condition (ROC-6074) for Condition Number 22 of an approved Site Development Plan Review [Z-0076-98(20)], which prohibited certain uses, to eliminate the condition entirely for an approved commercial development on property located adjacent to the southwest corner of Tenaya Way and Azure Drive.
01/18/06	The City Council approved requests for a Site Development Plan Review (SDR-5893) for a 3,500 square-foot convenience store with fuel pumps with Waivers of the 70% glazing restriction and a separation distance of zero feet where a 330-foot separation distance from residential uses is required, and a Special Use Permit (SUP-5894) for a proposed convenience store with fuel pumps on 1.43 acres at the southwest corner of Tenaya Way and Azure Drive. Planning Commission recommended approval.
01/18/06	The City Council approved requests for Special Use Permits (SUP-10422 and SUP-10423) for a proposed liquor establishment [on-off-sale (beer wine cooler only)] and for a proposed restricted gaming use within a proposed convenience store at the southwest corner of Tenaya Way and Azure Drive. Planning Commission recommended approval.
03/05/08	The City Council approved requests for Extension of Time (EOT-26432 thru 26435) for an approved Site Development Plan Review (SDR-5893) for a 3,500 square-foot convenience store with fuel pumps and Waivers of the 70% glazing restriction and a separation distance of zero feet where a 330-foot separation distance from residential uses is required, and Special Use Permits (SUP-5894, SUP-10422 and SUP-10423) for a proposed convenience store with fuel pumps, a proposed liquor establishment [on-off-sale (beer wine cooler only)] and for a proposed restricted gaming use within a proposed convenience store at the southwest corner of Tenaya Way and Azure Drive
10/08/09	The Planning Commission voted 5-0 to recommend APPROVAL (PC Agenda Item #10/gk).

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
08/04/09	A pre-application meeting was held to discuss the requirements for a Major Amendment to an approved Site Development Plan Review. Site conditions and previous Conditions of Approval were discussed, as well as current requirements for the proposed uses.

Neighborhood Meeting	
10/01/09	A neighborhood meeting was held from 6:15 to 6:45 pm at the YMCA Centennial Hills Community Center located at 6601 N. Buffalo Drive, Las Vegas, Nevada 89131. There were five attendees for the general public, and two staff members (Planning & Development, Council Office). Concerns raised included: • Outdoor Payphones • All signage facing Tenaya needs to be back lighted • Any lighting along the east elevation of the building should be shielded and directed downward • No Outdoor PA system beyond the system customarily installed with the fuel pumps • The site needs to be chemically treated to reduce the number of insects prior to grading.

Field Check	
08/06/09	A field check was conducted by staff. The site is vacant and undeveloped, with the exception of trails along the south and east perimeters, which are partially developed, and the Amenity Zone and sidewalk required for a Town Center Loop Road along Azure Drive.

Details of Application Request	
Site Area	
Gross Acres	1.11 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped (Approved for a Convenience Store by SDR-5893)	T-C (Town Center)	T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use designation]
North	Commercial Center	T-C (Town Center)	T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use designation]
South	Single-Family Residence	RS (RS - Residential Suburban) [Clark County]	R-E (Rural Estates Residential) [Clark County]
East	Undeveloped (Approved for a Professional Office Development by SDR-26008)	O (Office)	O (Office)

West	Undeveloped (Approved for a Restaurant by SDR-18344)	T-C (Town Center)	T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use designation]

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
T-C Town Center District	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to the Town Center Development Standards Manual, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	48,741 SF	Y
Min. Lot Width	N/A	175 Feet	Y
Min. Setbacks			
• Front	15 Feet	20 Feet	Y
• Side	10 Feet	112 Feet	Y
• Corner	15 Feet	20 Feet	Y
• Rear	20 Feet	84 Feet	Y
Max. Lot Coverage	N/A	10%	Y
Max. Building Height	2 Stories	1 Story	Y
Trash Enclosure	Screened, Enclosed and Roofed	Screened, Enclosed and Roofed	Y
Mech. Equipment	Screened	Screened	Y

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
3:1 proximity slope setback	91 Feet	101 Feet	Y
Adjacent development matching setback	10 Feet	101 Feet	Y
Trash Enclosure	50 Feet	60 Feet	Y

Pursuant to the Town Center Development Standards Manual, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area	1 Tree/6 Spaces	5 Trees	9 Trees	Y
Buffer: Min. Trees (south, east)	1 Tree/20 Linear Feet	14 Trees	18 Trees	Y
Min. Zone Width				
East	15 Feet		20 Feet	Y
South	30 Feet		30 Feet	Y
West	Zero Feet		Zero Feet	Y*
North	15 Feet		16 Feet	Y
Wall Height	6 to 8 Feet		Existing	Y

**As approved by Site Development Plan Review (SDR-5893).*

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	3,334 SF	1:175	19	1	19	1	Y
General Retail	1,665 SF	1:175	9	1	7	1	Y
SubTotal			27	2	28	2	Y
TOTAL			29		30		Y
Loading Spaces	4,999 SF	1:10,000	1		1		Y

Site Development Plan Review (SDR-5893) Conditions of Approval		
Required Condition	**Provided**	**Compliance**
The applicant will provide a plaza with seating areas as required by the Master Site Development Plan Z-0076-98(20).	A plaza has been provided abutting the north side of the convenience store.	Y
A 10-foot multi-use meandering trail path is required along the west side of Tenaya Way per Z-0076-98(20) and the Trails Element of the Master Plan.	A 10-foot multi-use meandering path has been provided.	Y

A trash enclosure must be provided and comply with the 50-foot distance separation from any protected property as outlined by Title 19.08.060(G).	A trash enclosure is proposed south of the Convenience Store and is separated 60 feet from a protected property to the south.	Y
The landscape fingers in the parking lot must provide the appropriate number of trees and shrubs to meet City code.	The applicant is providing nine trees where five trees are required.	Y

	Previously Approved (SDR-5893)	**Proposed**
Size of Structure	3,500 square foot Convenience Store with 4 Fuel Pumps	3,334 square foot Convenience Store with 8 Fuel Pumps and a 1,665 square foot retail lease area.
Plaza	Outdoor Plaza area located along the west side of the Convenience Store.	Outdoor plaza area located along the North side of the Convenience Store.
Parking	31 parking spaces provided where only 18 parking spaces are required.	29 parking spaces provided where 29 parking spaces are required.
Loading Zone	Loading zone was approved to be located just south of the Convenience Store.	Loading zone has been proposed on the north side of the Convenience store just west of the propose patio area.
Trash Enclosure	Trash Enclosure was approved to be located just south of the Convenience Store.	Trash Enclosure located just south of the Convenience Store, 60 feet from a residentially zoned property to the south.
Parking Lot Landscaping	A Waiver was approved to allow two parking lot trees where four trees were required.	Nine parking lot trees are proposed where five are required, eliminating the need for a waiver
Elevations	Height – 24 Feet	Height – 31 Feet
Landscape Buffer Width	North - 15 Feet South - 30 Feet East – 15 Feet West – Zero Feet	North - 16 Feet South - 30 Feet East – 20 Feet West – Zero Feet
Building Setbacks	North – 39 Feet South – 139 Feet East – 18 Feet West – 121 Feet	North – 20 Feet South – 84 Feet East – 20 Feet West – 112 Feet

ANALYSIS

This request is for a Major Amendment to a Site Development Plan Review (SDR-5893) that approved a 3,500 square-foot Convenience Store with Fuel Pumps. As proposed, the convenience store will decrease to 3,334 square feet and an additional 1,665 square feet of retail lease space will be added. This increase in total building area, combined with the increase in required parking, has resulted in slight modifications from the previously approved Site Development Plan Review (SDR-5893).

The subject site was approved as part of an overall Master Site Development Plan Review [Z-0076-98(20)], and as a result, the required Town Center Amenity Zone and sidewalk have already been installed along Azure Drive and meets the requirements for a Town Center Loop Road (90'), as have the required Transportation Trails along the east and south perimeters.

The proposed site plan is very similar to the previously approved plan, with the building located along the east side of the site and parking and fuel pumps to the west. However, the required patio area as outlined by the Town Center Development Standards has been proposed along the north side of the convenience store instead of the west. The entire building area has been increased by 1,499 square feet. The addition of a 1,665 square foot retail lease area has resulted in the need to re-design the layout of the previously approved parking lot, including relocating the trash enclosure. The applicant intends to use the existing driveway to Azure Drive without any modifications.

The landscape plan indicates the use of plant material that is appropriate in size and type for the Town Center area, including 25-foot Mexican Fan Palms, 36-inch box size Rio Grande Ash, Chitalpa and Purple Robe Locust trees, and five-gallon shrubs including Coyote Brush, Dessert Cassia and New Gold Lantana.

The landscape plan depicts a variety of trees along the trails located on the east and south perimeters of the site. The planting schemes indicated in these areas meet the minimum requirements of Conditions #7 and #14 of the Master Site Development Plan Review [Z-0076-98(20)]. Along the east perimeter, a Multi-Use Transportation Trail is required and provided, with minimum 24-inch box size deciduous shade trees at 20 feet on-center located in the Transition Strip at the back of curb. Along the south perimeter, a 30-foot trail corridor is required and provided, with a meandering 10-foot wide concrete pathway and two rows of minimum 24-inch box evergreen trees a maximum of 20-foot on center, staggered on each side of the pathway, with a minimum four (4), five-gallon shrubs per tree.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

The proposed Convenience Store with Fuel Pumps is compatible with adjacent development in the area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed project is compatible with the General Plan and Title 19.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is via driveways from Tenaya Way, designated as an 80-foot Secondary Collector south of Azure Drive by the Master Plan of Streets and Highways, and Azure Drive, designated as a Town Center (90') Loop Road by the Town Center Development Standards Manual. The access and roadway are adequate to meet the needs of the proposed development.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are appropriate for the area and the city. The landscape materials are appropriate for the Town Center Master Plan area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   Building elevations and design characteristics are not unsightly or obnoxious in appearance and are harmonious and compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

PLANNING COMMISSION ACTION

The Planning Commission added conditions 1 through 5 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 137 by City Clerk

APPROVALS 3

PROTESTS 7

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-32534** APN: 125-27-222-009

Name of Property Owner: Maria Enamorado

Name of Applicant: GK3 Architecture

Name of Representative: GK3 Architecture

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: Maria Enamorado

Print Name: MARIA ENAMORADO President

Subscribed and sworn before me

This 4th day of November, 2008

Notary Public in and for said County and State

MYLA MCFARLAND
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 07-1045-1
MY APPT. EXPIRES DEC. 11, 2010

SITE INFORMATION:

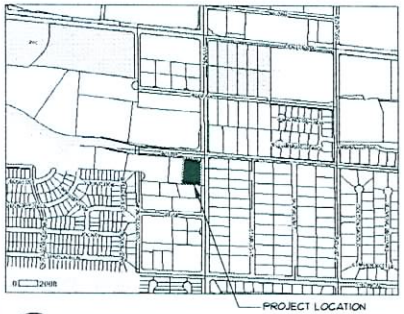
APN: 125 27 222 008
SITE AREA: 1.12 ACRES
ZONING: T-C
SUBDIVISION: MONTECITO EAST
LOT BLOCK: LOT 2

PARKING ANALYSIS:

CONVENIENCE STORE: 1 SPACE PER 175 SF
TENANT / RETAIL: 1 SPACE PER 175 SF

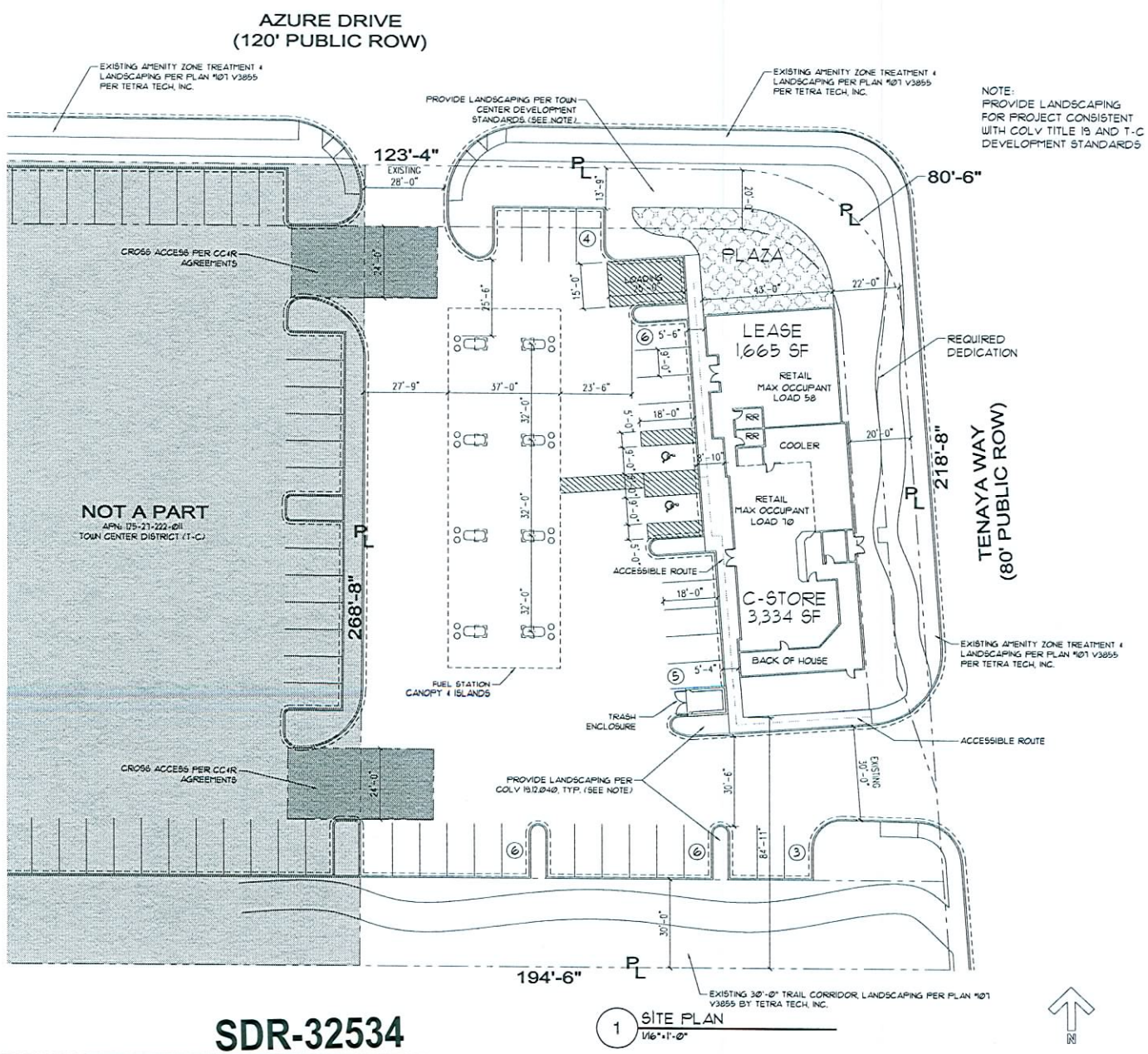
CONVENIENCE STORE:	3,334 SF/175=	19 SPACES
LEASE SPACE / RETAIL:	1,665 SF/175=	10 SPACES
TOTAL REQUIRED:		29 SPACES
TOTAL PROVIDED:		30 SPACES*

*28 REGULAR SPACES, 2 ACCESSIBLE SPACES



1 VICINITY MAP
N.T.S.

NORTH



1 SITE PLAN
1/16"=1'-0"

SDR-32534
REVISED
09/10/09 PC

AUG 17 2009

gk3 architecture
2111 EDGEWOOD AVENUE
LAS VEGAS, NEVADA 89102
Tel. (702) 932-0455 - Fax (702) 932-0458
Mobile (702) 258-0416
WWW.GK3ARCHITECTURE.COM

OWNER:
GULZAR KULAR

PROJECT:
SW CORNER OF TENAYA & AZURE
LAS VEGAS, NV

SEAL:

REVISIONS

NO.	DESCRIPTION

SHEET TITLE:
SITE PLAN

SCALE:
AS NOTED

DATE:
08-04-2009

ISSUED FOR:
DESIGN REVIEW

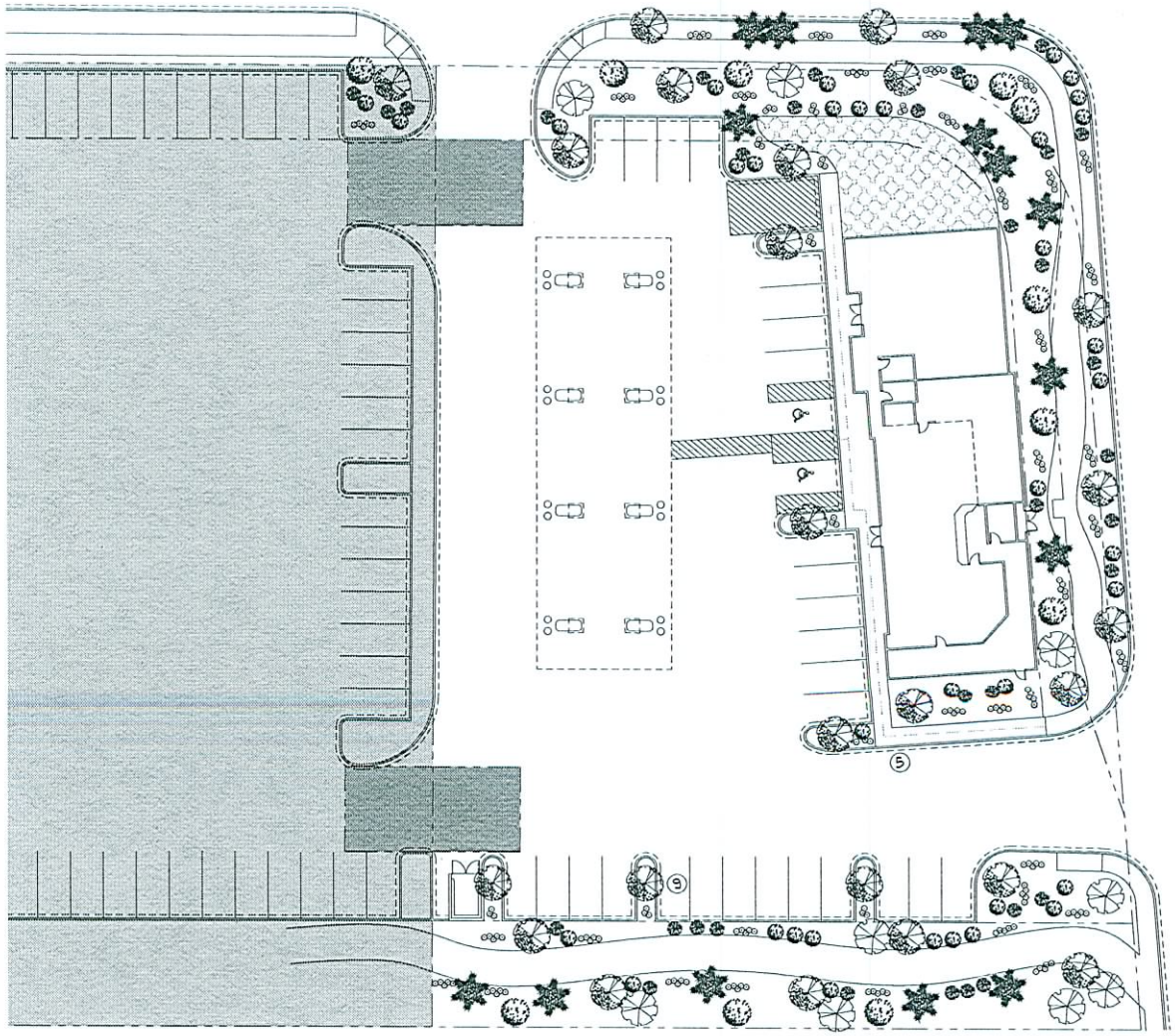
SHEET:
A1.0

PLANT LEDGEND

SYMBOL	SIZE	QTY.	CLV REQ.	COMMON NAME
	25 FEET HEIGHT		PALM	MEXICAN FAN PALM
	36" BOX		SHADE TREE	RIO GRANDE ASH
	36" BOX		ACCENT TREE	CHITALPA
	36" BOX		FLOWERING TREE	PURPLE ROBE LOCUST
	5 GAL.		BUSH	COYOTE BRUSH
	5 GAL.		BUSH	DESERT CASSIA
	5 GAL.		GROUND COVER	NEW GOLD LANTANA

LANDSCAPE NOTES:

1. GROUND COVER TO BE ROCK MULCH 3/8" SCREENED, 2" DEPTH IN ALL LANDSCAPE PLANTERS, COLOR BY OWNER
2. TREES IN SIGHT VISIBILITY RESTRICTIONS EASEMENTS (SVRE) SHALL BRANCH AT OR ABOVE 84" ABOVE FINISH GRADE. SHRUBS IN SVRE'S SHALL BE BELOW 24" AT MATURITY.
3. HOLD SHRUBS BACK FROM CURBS AND SIDEWALKS, SO AT MATURITY, THEY DO NOT SPILL OVER CURBS AND SIDEWALKS.
4. ROOT BARRIERES SHALL BE INSTALLED WHENEVER TREES ARE PLANTED WITHIN 6 FEET OF HARDSCAPE OR OTHER STRUCTURES, INCLUDING BUILDING WALLS AND FOUNDATIONS.
5. SHRUBS SHALL BE DESIGNED TO COVER MORE THAN 60% OF LANDSCAPED AREA PER TOWN CENTER DESIGN STANDARDS.
6. PROVIDE TREES PER TOWN CENTER DESIGN STANDARDS.



N

1 LANDSCAPE PLAN
1/16" = 1'-0"

SDR-32534
REVISED
09/10/09 PC

RECEIVED
AUG 07 2009

gk3 architecture
2111 EDGEWOOD AVENUE
LAS VEGAS, NEVADA 89102
Tel. (702) 932-0455 • Fax (702) 932-0456
Mobile (702) 256-9418
• kevin@gk3architecture.com
• gamin@gk3architecture.com
WWW.GK3ARCHITECTURE.COM

OWNER:
GULZAR KULAR

PROJECT:
SW CORNER OF TENAYA & AZURE
LAS VEGAS, NV

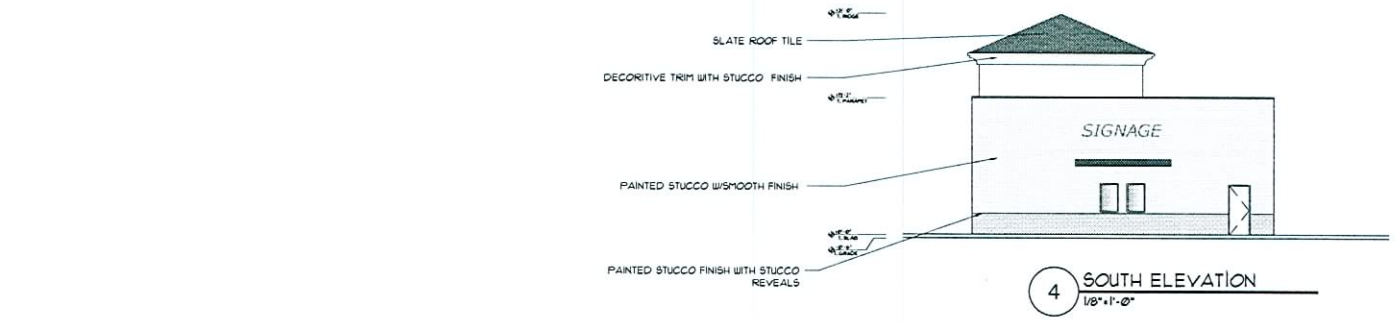
SEAL:

REVISIONS

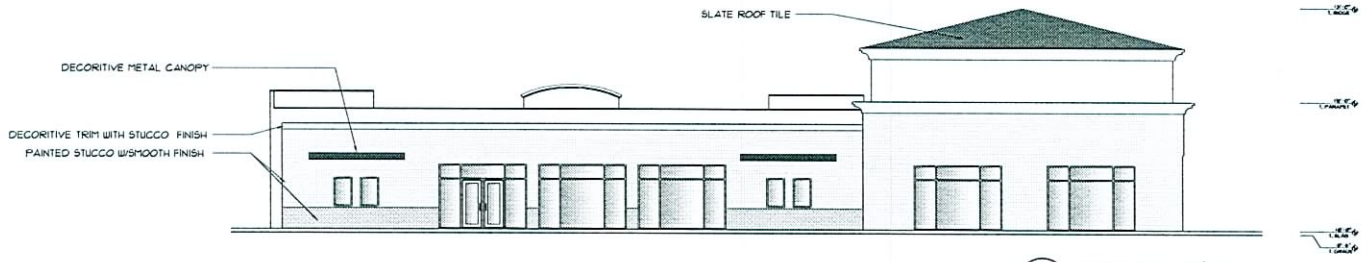
NO.	DESCRIPTION

SHEET TITLE:
LANDSCAPE PLAN

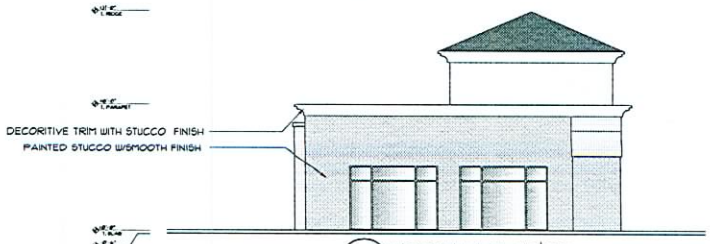
SCALE: AS NOTED
DATE: 08-04-2009
ISSUED FOR: DESIGN REVIEW
SHEET: **L1.0**



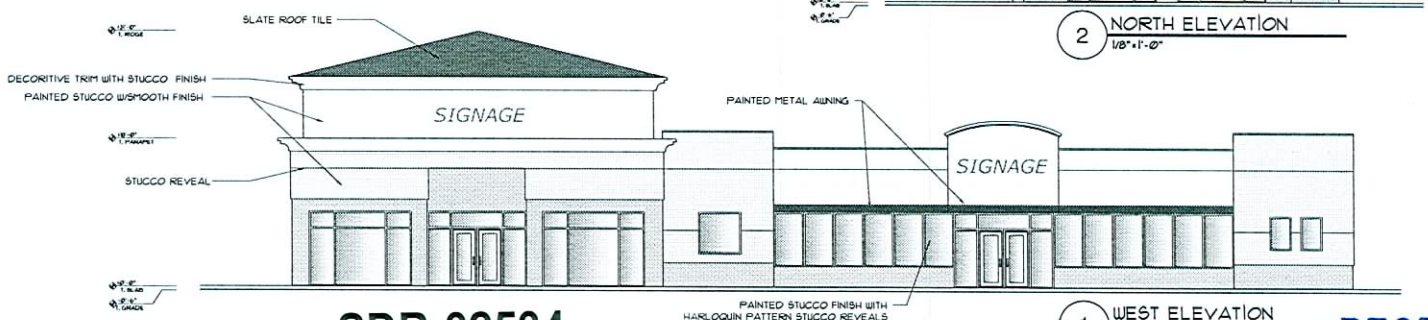
4 SOUTH ELEVATION
1/8"=1'-0"



3 EAST ELEVATION
1/8"=1'-0"



2 NORTH ELEVATION
1/8"=1'-0"



1 WEST ELEVATION
1/8"=1'-0"

gk3 architecture
2111 EDGEWOOD AVENUE
LAS VEGAS, NEVADA 89102
Tel. (702) 832-0455 - Fax (702) 832-0456
Mobile (702) 256-9416
• kevin@gk3architecture.com
• genie@gk3architecture.com
WWW.GK3ARCHITECTURE.COM

OWNER:
GULZAR KULAR

PROJECT:
SW CORNER OF TENAYA & AZURE
LAS VEGAS, NV

SEAL:

REVISIONS

NO.	DESCRIPTION

SHEET TITLE:
BUILDING ELEVATIONS

SCALE: AS NOTED
DATE: 08-04-2009
ISSUED FOR: DESIGN REVIEW
SHEET: A1.0

SDR-32534
REVISED
09/10/09 PC

RECEIVED
AUG 07 2009

FIELD PAINT COLOR OVER SMOOTH STUCCO

ACCENT PAINT COLOR OVER CUSTOM FOAM CORNICE & BUILDING ACCENTS W/ SMOOTH STUCCO FINISH

ACCENT PAINT COLOR OVER SMOOTH STUCCO FINISH W/ HARLEQUIN STUCCO REVEAL

CULTURED STONE WATER TABLE

RECEIVED

DEC 0 9 2008

SDR-32534

01/22/09 PC

gk3 architecture

2111 EDGEWOOD AVENUE
LAS VEGAS, NEVADA 89102
Tel. (702) 932-0455 • Fax (702) 932-0456
Mobile (702) 250-9418

OWNER:
GULZAR KULAR

PROJECT:
SW CORNER OF TENAYA & AZURE
LAS VEGAS, NV

SEAL:

REVISIONS

NO	DESCRIPTION

SHEET TITLE:
MATERIAL BOARD

SCALE:
AS NOTED

DATE:
12-09-2008

ISSUED FOR:
DESIGN REVIEW

SHEET:
MB

SDR 32534

MFE, Inc.

SWC of Tenaya Way & Azure Dr.

Proposed 4.9 thousand square foot convenience market with gas pumps and attached retail.

Traffic produced by proposed development:

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CONVENIENCE MARKET W/GAS [1000 SF]	3.6	845.60	3,044
AM Peak Hour			45.58	164
PM Peak Hour			60.61	218
(heaviest 60 minutes)				

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SPECIALTY RETAIL CENTER [1000 SF]	1.3	44.32	58
AM Peak Hour			6.84	9
PM Peak Hour			2.71	4
(heaviest 60 minutes)				

New Use	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	CONVENIENCE MARKET W/GAS [1000 SF]	4.9		3,102
AM Peak Hour				173
PM Peak Hour				222
(heaviest 60 minutes)				

Existing traffic on all nearby streets:

Tenaya Way	
Average Daily Traffic (ADT)	11,624
PM Peak Hour	930
(heaviest 60 minutes)	

Azure Dr.	
Average Daily Traffic (ADT)	6,983
PM Peak Hour	559
(heaviest 60 minutes)	

Centennial Pkwy.	
Average Daily Traffic (ADT)	3,677
PM Peak Hour	294
(heaviest 60 minutes)	

Sky Pointe Dr.	
Average Daily Traffic (ADT)	9,896
PM Peak Hour	792
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Existing Street Capacity			
Tenaya Way	34500			
Azure Dr.	34500			
Centennial Pkwy.	34500			
Sky Pointe Dr.	34500			

This project will add approximately 3,102 trips per day on Tenaya Way, Azure Dr., Centennial Pkwy., and Sky Pointe Dr. This will increase expected volumes by about 27 percent on Tenaya, by about 44 percent on Azure, by about 84 percent on Centennial, and by about 31 percent on Sky Pointe. Currently Tenaya is at about 34 percent of capacity, Azure is at about 20 percent of capacity, Centennial is at about 11 percent of capacity, and Sky Pointe is at about 29 percent of capacity.

Based on Peak Hour use, this development will add roughly 222 additional cars into the area; which works out to a little less than 4 every minute.

Note that this report assumes all traffic from this development uses all named streets.

SDR-32534 – APPLICANT/OWNER: MFE, INC.
SOUTHWEST CORNER OF TENAYA WAY AND AZURE DRIVE
OCTOBER 8, 2009 PLANNING COMMISSION

12/24/08

SDR-32534 – APPLICANT/OWNER: MFE, INC.
SOUTHWEST CORNER OF TENAYA WAY AND AZURE DRIVE
OCTOBER 8, 2009 PLANNING COMMISSION

12/24/08

SDR-32534 – APPLICANT/OWNER: MFE, INC.
SOUTHWEST CORNER OF TENAYA WAY AND AZURE DRIVE
OCTOBER 8, 2009 PLANNING COMMISSION

12/24/08

2111 Edgewood Ave. Las Vegas, NV 89102
Phone: 702 932 0455 Fax: 702 932 0456

gk³ architecture

ARCHITECTURE PLANNING INTERIOR DESIGN

August 7, 2009

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Justification Statement for the SWC of Tenaya & Azure

Ladies and Gentlemen:

GK³ Architecture, on behalf of MFE Inc., is requesting the review and approval of a site development plan review for the South West corner of Tenaya and Azure. The site design includes an 8 pump Gas Station with a 3,334 SF convenience store and an adjacent 1,750 SF retail lease space. Special use permits for the project have been previously approved, and an extension of time was approved on March 2008, EOT-26433.

The site design has been modified from the originally approved plans with the addition of the adjacent lease space and a large outdoor plaza to the North. Existing driveway entrances off of Tenaya and Azure have been maintained. The parking has been re-designed accordingly. The parking and landscaping have been provided per Town Center and City of Las Vegas standards.

The revisions to the site plan conform with the development pattern in the surrounding area and this is an appropriate use for the site. The benefits for the project are to support the goals of the Town Center by creating a stable, identifiable and functional commercial district. The uses are supportive and compatible with the neighboring land uses and this project will be an asset to the area.

The approval of the proposed design would not constitute a grant of any special privilege. The building would not allow a use or activity which is not permitted in the C-1 Zone, and would pose no adverse effect to public health, safety, or welfare.

Thank you for your consideration of these matters.

Sincerely,

Gemie M. Knisely, RA

SDR-32534
REVISED
09/10/09 PC

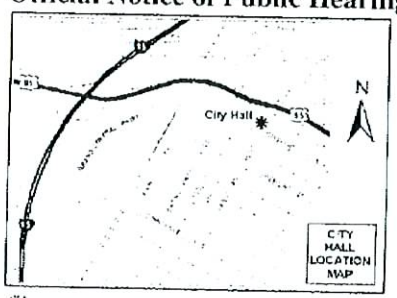
gk³
ARCHITECTURE PLANNING INTERIOR DESIGN
USA 3856 Badgerbrook St., Las Vegas, NV 89129 Tel. 702.932-0455 Fax 702.932.0456
EMAIL kevin@gk3architecture.com gemie@gk3architecture

RECEIVED
AUG 07 2009

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



We do not need anymore convenience stores. Just another place to smoke, buy beer and loiter. Enough for this neighborhood.

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-32534
Planning Commission Meeting of 1/22/2009

12527202007 Case: SDR-32534
JACKSON LARRY & V REV LIV FAM TR
6121 N TENAYA WY
LAS VEGAS NV 89130-1007

KAVDS11 89130

61P

Jan 11 09 06:25a Larry & Vivian Jackson 702-655-5719 p.1

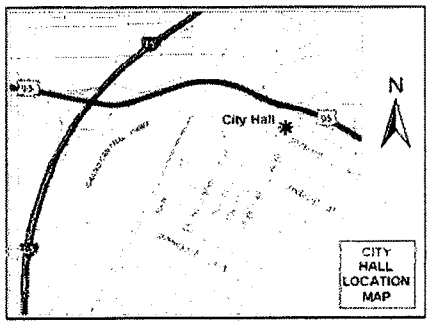
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 JAN 09 2009
MAILED FROM ZIP CODE 89101

RECEIVED
JAN 16 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.

SDR-32534

Planning Commission Meeting of 1/22/2009

Case: SDR-32534
12527503003
LOUCKS GWEN L TRUST
7165 W REGENA AVE
LAS VEGAS NV 89130-1023

KAUOS11 8310

Submitted after final agenda

Date 1-22-09 Item 61

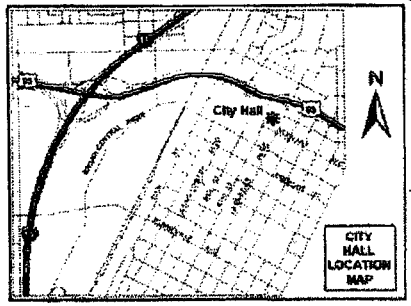
61P

Jan 14 2009 9:35AM HP LASERJET FAX

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-32534

Planning Commission Meeting of 1/22/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.39⁴
0004239954 JAN 09 2009
MAILED FROM ZIPCODE 89101

Case: SDR-32534

12527203004
EWING JAMES L JR & DIXIE L
6075 N TENAYA WY
LAS VEGAS NV 89130-1043

KAVDS11 89130

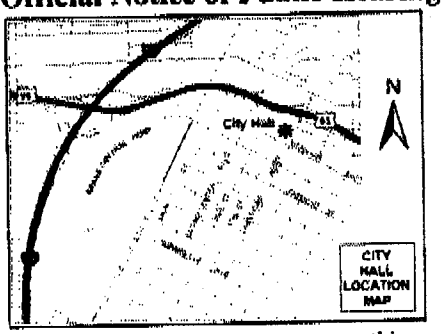
RECEIVED
JAN 15 2009

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 JAN 09 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 22 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-32534

Planning Commission Meeting of 1/22/2009

Case: SDR-32534
12527203005
LACKER ROBERT P & MARY ANN
6065 N TENAYA WY
LAS VEGAS NV 89130-1043

61P

Why are the Town Center Rules always being changed? Did we waste our time preparing + approving them?

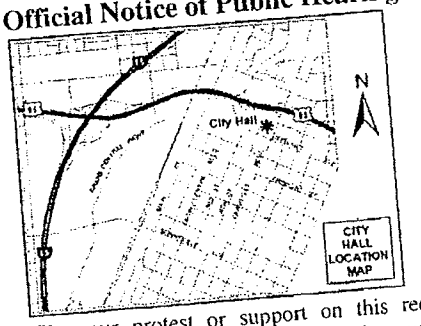
KA 89130

01/20/2009 10:08 +7000000000000 ROBERT P. LACKER PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
SEP 01 2009

Return Service Requested
Official Notice of Public Hearing



We have enough Con. Stores in the neighborhood. We need some peace & quiet again.

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-32534
Planning Commission Meeting of 9/10/2009

Case: SDR-32534

12527202007
JACKSON LARRY & V REV LIV FAM TR
6121 N TENAYA WY
LAS VEGAS NV 89130-1007

FAU0611 A5130

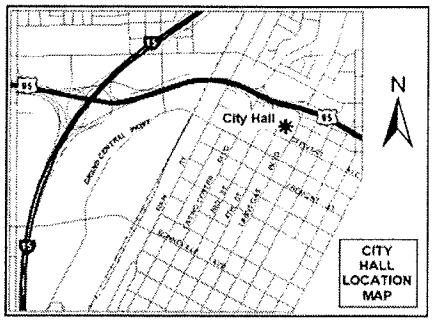
6P

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 AUG 28 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-32534
Planning Commission Meeting of 9/10/2009

RECEIVED
SEP 02 2009

Case: SDR-32534
12527202004
EWING JAMES L III & DIXIE L
6075 NORTH TENAYA WY
LAS VEGAS NV 89130-1043

FAVDF11 89130

LOP

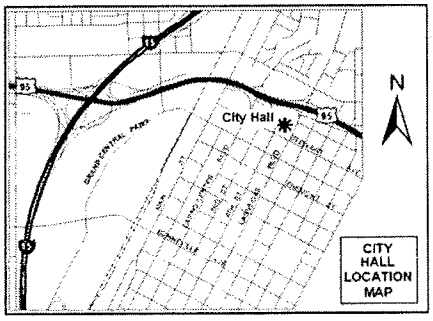
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
AUG 28 2009
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 02 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.

SDR-32534
Planning Commission Meeting of 9/10/2009

Case: SDR-32534
12527503003
LOUCKS GWEN L TRUST
7165 W REGENA AVE
LAS VEGAS NV 89130-1023

FAVOF11 89130

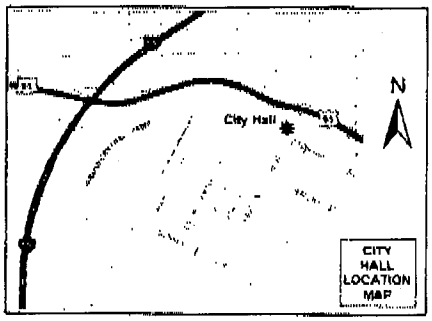
6P

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 JAN 09 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-32534

Planning Commission Meeting of 1/22/2009

Case: SDR-32534

12527610029
S M A TRUST ETAL
%A SIRIANNI
5815 N JULIANO RD
LAS VEGAS NV 89149-3903

RECEIVED
JAN 22 2009

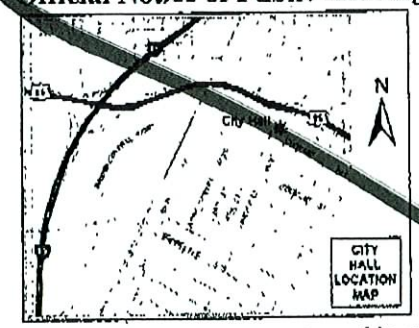
6/A

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 JAN 09 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 12 2009
BY:

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-32478
Planning Commission Meeting of 1/22/2009

Case: SDR-32478
12507716002
HORSE MINI STORAGE PTNRS L L C
2990 S DURANGO DR
LAS VEGAS NV 89117-4412

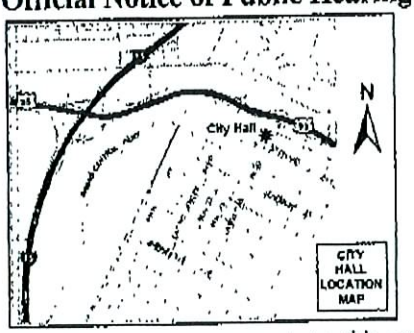
89117

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 JAN 09 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 12 2009
BY:

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-32534
Planning Commission Meeting of 1/22/2009

Case: SDR-32534
12527113005
MONTECITO MINI STORAGE PTNRS LLC
2990 S DURANGO DR
LAS VEGAS NV 89117-4412

61A

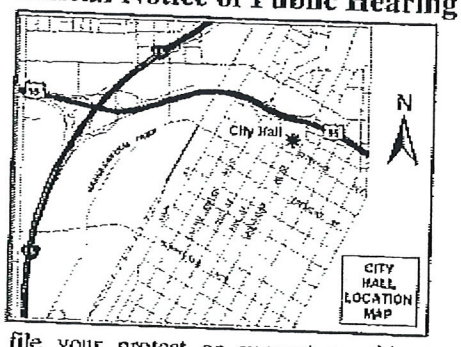
JAN. 12. 2009 9:26AM NO. 0875 P. 1

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 AUG 28 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 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.

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-32534
Planning Commission Meeting of 9/10/2009

12527222009
M F E INC
%M ENAMORADO
955 TEMPLE VIEW
LAS VEGAS NV 89110-2900

Case: SDR-32534

FAU0511 89110

1DA

09/05/2009 12:58 7024522058 FAMILY EXPRESS PAGE 01/01

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 4, 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.: **79.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 4, 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.: **80.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 4, 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