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 18, 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 – PASTOR BENNY JAQUES, VICTORY OUTREACH LAS VEGAS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF NATIVE AMERICAN HERITAGE MONTH
7. RECOGNITION OF GEOGRAPHIC INFORMATION SYSTEMS DAY
8. RECOGNITION OF THE SOKA GAKKAI BUDDHIST COMMUNITY CENTER
9. RECOGNITION OF R. GUILD GRAY ELEMENTARY SCHOOL BEING NAMED A BLUE RIBBON SCHOOL

BUSINESS ITEMS - MORNING

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

11. Approval of the Final Minutes by reference of the Special City Council meeting of October 14, 2009 and the regular City Council meeting of October 21, 2009

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

12. Approval of Commission for Cultural Affairs Funding Agreement, Amendment No. 1 in the amount of $83,020 from the Nevada Commission for Cultural Affairs to the City of Las Vegas to further the implementation of seismic retrofit measures to the historic Federal Building-United States Post Office in order to allow for the building to be reused as the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Ward 5 (Barlow)

ADMINISTRATIVE SERVICES - CONSENT

13. Approval of an Interlocal Contract with Clark County for the FY 2010 State Emergency Response Commission (SERC) grant in the amount of $17,361 - All Wards

FIELD OPERATIONS - CONSENT

14. Approval authorizing staff to submit a Public Purpose Reservation to the Bureau of Land Management for 5 acres of land located at the Southwest corner of Deer Springs Way and Hualapai Way, APN 126-24-701-020 - Ward 6 (Ross)

15. Approval of a Third Amendment to Lease Agreement between the City of Las Vegas and James Ream for office space located at 333 North Rancho Drive, commonly known as the Atrium Business Tower - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

17. Approval of a Change of Business Name for a Package License, Longs Drug Stores California, LLC, dba From: Longs Drug Stores 9965, To: CVS Pharmacy 9965, 9430 Del Webb Boulevard, Zenon Lankowsky, Pres, Carol DeNale, Vice Pres, Treas, Thomas Moffatt, Secy, Linda Cimbron, Asst Secy, and Melanie Luker, Asst Secy - Ward 4 (Anthony)

18. Approval of a Change of Business Name for a Package License, Longs Drug Stores California, LLC, dba From: Longs Drug Stores 9967, To: CVS Pharmacy 9967, 1950 Village Center Circle, Zenon Lankowsky, Pres, Carol DeNale, Vice Pres, Treas, Thomas Moffatt, Secy, Linda Cimbron, Asst Secy, and Melanie Luker, Asst Secy - Ward 2 (Wolfson)

19. Approval of a Change of Business Name for a Tavern License and a Liquor Caterer License subject to Health Dept. regulations, Jillian's Management Company, LLC, dba From: Jillian's Management Company, To: Las Vegas Rocks Cafe, 450 Fremont Street, Suite 130, Loraine Kusuhara, Pres - Ward 5 (Barlow)

20. Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Supper Club License, From: Covarrubias Enterprises, Inc., dba La Sirena Mexican Seafood Restaurant, 2327 South Eastern Avenue, To: Tu Casa, Inc., dba Leticia's Cocina, 7585 Norman Rockwell Lane, Leticia Gardea, Pres, 51% and Gustavo Gutierrez, Secy, CFO, 49% - Ward 6 (Ross)

21. Approval of an extension of a Temporary Package License, Mariana's Enterprises, dba Mariana's Supermarket, 574 North Eastern Avenue, Hipolito Anaya, Pres, Dir, and Ana Maria Anaya, Secy, Treas, Dir, 100% jointly with spouse - Ward 3 (Reese)

22. Approval of a new Beer/Wine/Cooler Off-sale License, Loper Markets, Inc., dba Rainbow Market #9, 5075 East Washington Avenue, Curtis R. Loper, Pres, Dir, 51%, Lenard R. Loper, Secy, Treas, and Carolyn A. Loper, 49% jointly with spouse - Ward 3 (Reese)

23. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Loper Markets, Inc., dba Rainbow Market #9, 5075 East Washington Avenue, Curtis R. Loper, Pres, Dir, 51%, Lenard R. Loper, Secy, Treas, and Carolyn A. Loper, 49% jointly with spouse - Ward 3 (Reese)

24. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership, From: LL&Q Base, LLC, To: Sushi House Enterprises, dba Tokyo Sushi House, 10040 West Cheyenne Avenue, Suite 150, Yongmi Ji, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)

25. Approval of a Non-restricted Limited Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC, db at Cardenas Markets, 4421 East Bonanza Road - Ward 3 (Reese)

26. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Briad Restaurant Group, LLC, dba TGI Friday's, 4570 West Sahara Avenue, Bradford L. Honigfeld, 100% - Ward 1 (Tarkanian)

27. Approval of a Restricted Gaming License, United Coin Machine Company, db at 7 Eleven Store #34007, 7785 North Durango Drive, Suite 155, JPM Mart, Inc., John P. McGrail, Pres, Secy, Treas, 100% (Participant) - Ward 6 (Ross)

28. Approval of an extension of a Temporary Burglar Alarm Service License, Westec Intelligent Surveillance, Inc., dba Westec Intelligent Surveillance, Inc., 1234 Lakeshore Drive, Suite 600, Kelby D. Hagar, Pres, CEO, Dir, John J. Curreri, CFO, Secy, Treas, Westec Acquisition Corporation, Gerald Vento, Dir - Texas

29. Approval of an extension of a Temporary Locksmith License, Michael Rivera Esparza, dba All Secure Lock & Safe, 1725 North Decatur Boulevard, Michael R. Esparza, Owner, 100% - Ward 5 (Barlow)

30. Approval of an extension of a Temporary Locksmith License, Turbo Cleaning Services, LLC, dba Turbo Cleaning Services, LLC, 5167 Numidia Avenue, Joshua Guild, Mgr, 100% - County

31. Approval of an extension of a Temporary Massage Establishment License, Massage & Wellness Group, Inc., dba Massage Pro, 5300 West Sahara Avenue, Suite 101, Parley P. Call Jr., Pres, Secy, Treas, Dir, 100% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

32. Approval of award of Agreement No. 100095-DC, Building Energy Audit Services Agreement for Energy Audit at 18 City of Las Vegas facilities – Department of Public Works – Award recommended to: JBA CONSULTING ENGINEERS, INC. ($100,000 – Multipurpose Special Revenue Fund) - All Wards

33. Approval of award of Bid No. 10.1730.02-TF, Las Vegas Wash Middle Branch Rainbow Storm Drain, Elkhorn Road to Grand Teton Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works -Award recommended to: WISER CONSTRUCTION, LLC ($7,351,023.85 - Road and Flood Capital Projects Fund) - Ward 6 (Ross) and County

34. Approval of award of Modification No. 4 to Contract No. 050051-DK, Software, Support, Training and Professional Services - Department of Human Resources - Award recommended to: AON ESOLUTIONS, INC. ($20,625 - Employee Benefit and Liability Insurance and Property Damage Internal Service Funds)

35. Approval of Modification No. 1 to Bid No. 09.1730.11-DC, Rampart Trail Phase I, Rampart Trail Phase II, Angel Park Trailhead located along Rampart Boulevard from Westcliff Drive to Summerlin Parkway and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: DIAMOND CONSTRUCTION COMPANY, INC. ($400,000 - Parks and Leisure Activities Capital Projects Fund) - Wards 2 and 4 (Wolfson and Anthony)

FIRE & RESCUE - CONSENT

36. Approval to authorize the City's Las Vegas Fire & Rescue Director to execute a grant award in the amount of $311,585 from the Nevada Department of Public Safety, Division of Emergency Management for reimbursement of homeland security funds to support the City's Metropolitan Medical Response System (MMRS) Program - All Wards

PUBLIC WORKS - CONSENT

37. Approval to Appraise and Purchase or Condemn right-of-way parcels located at the intersection of Bonanza Road and Tonopah Drive for the Traffic Package 7A project located in the South Half of the South Half of Section 28 and the South Half of the South Half of Section 29, Township 20 South, Range 61 East, Mount Diablo Meridian, APNs 139-28-401-006 and 139-29-802-006 ($25,000 -Traffic Improvement Capital Projects Fund) - Ward 5 (Barlow)

38. Approval of a Declaration of Intent to retain a Drainage Easement for the Sandhill Owens Park and Trailhead project (also known as Douglas A. Selby Park and Trailhead) for a portion of the Northeast Quarter of Section 30, Township 20 South, Range 62 East, Mount Diablo Meridian located on the east side of Sandhill Road, north of the Las Vegas Wash, APN 140-30-601-001 - Ward 3 (Reese)

39. Approval of a Dedication from the City of Las Vegas for a portion of the West Half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 1, Township 20 South, Range 59 East, Mount Diablo Meridian, for rights-of-way along Stange Avenue, APN 137-01-201-009 - Ward 4 (Anthony)

40. Approval of a Dedication from the City of Las Vegas for a portion of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 33, Township 19 South, Range 60 East, Mount Diablo Meridian, for rights-of-way along Ann Road, Cimarron Road and 25-foot radius corner, APN 125-33-101-005 - Ward 4 (Anthony)

41. Approval to file an amendment to Right-of-Way Grant N-74262 with the Bureau of Land Management for additional road, sanitary sewer and drainage purposes being a portion of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 29, Township 19 South, Range 60 East, this grant will be for Bonita Vista Street generally located north of Tropical Parkway and east of Bright Angel Way, APN 125-29-601-021- Ward 6 (Ross)

42. Approval of First Supplemental Interlocal Contract LAS26B08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the construction project completion date to December 31, 2011 and decrease funding in the amount of $2,108,767 for the Grand Teton Overpass – Storm Drain (Grand Teton Drive - Tee Pee Lane to US-95) - Ward 6 (Ross)

43. Approval of Supplemental Interlocal Contract 484b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to November 30, 2014 and increase project funding for the traffic capacity improvements at the intersection of Lamb Boulevard and Charleston Boulevard ($1,127,000 - RTC) - Ward 3 (Reese)

44. Approval of First Supplemental Interlocal Contract LAS26A07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the engineering project completion date to December 31, 2011 for the Grand Teton Overpass – Storm Drain (Grand Teton Drive - Tee Pee Lane to US-95) - Ward 6 (Ross)

45. Approval of an Amended Development Agreement between the City of Las Vegas and Cliff's Edge, LLC, on approximately 1,150 acres generally located adjacent to the south side of Grand Teton Drive between Hualapai Way and Puli Road - Ward 6 (Ross)

RESOLUTIONS - CONSENT

46. R-78-2009 - Approval of Resolution supporting the designation of an area known as The Upper Las Vegas Wash as an Urban National Park Unit managed by The National Park Service – Ward 6 (Ross)

47. R-79-2009 – Approval of Resolution authorizing the City Manager or a designee to approve and execute certain contracts and other documents relating to the City’s purchase of properties under the City’s Neighborhood Stabilization Program

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

48. ABEYANCE ITEM - 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)

49. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1429 Virgil Street in the amount of $3,994.35 (General Fund) and assess a maximum of $24,550 in daily civil penalties. PROPERTY OWNER: WILLIAM M. MARSHALL - Ward 3 (Reese)

50. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1410 Pacific Street in the amount of $3,261.80 (General Fund) and assess a maximum of $42,550 in daily civil penalties. PROPERTY OWNER: IRENE WELDIN - Ward 3 (Reese)

51. Public Hearing on local improvement district for Special Improvement District No. 1511 - Farm Road (Virginia Dale Street to Tule Springs Road) ($76,002.20 - Capital Projects Fund - Special Assessments) - Ward 6 (Ross)

52. Hearing to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 2001 Fremont Street, Unit 114. PROPERTY OWNER: HAROLD G. SWEET JR. - Ward 3 (Reese)

ADMINISTRATIVE - DISCUSSION

53. Report and possible action on Workforce Connections services, programs, resources and activities by Executive Director, John Ball - All Wards

54. Discussion and possible action on the six-month review of the financial forecast model and related Fundamental Service Review - All Wards

55. Discussion and possible action regarding the Third Amendment to Master Development Agreement between the City of Las Vegas, a political subdivision of the state, City Parkway IV A, Inc., a Nevada non-profit corporation, Office District Parking I, Inc., a Nevada non-profit corporation, LiveWork, LLC, a Delaware limited liability company, FC Vegas 20, LLC, a Nevada limited liability company, and FC Vegas 39, LLC, for the development of the block located on Main Street between Lewis Avenue and Clark Avenue - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

56. 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)

57. Discussion and possible action regarding a Six Month Review of a Temporary Beer/Wine/Cooler Off-sale License, Crazy Ely Western Village, LLC, dba Crazy Ely Western Village, 321 Fremont Street, Haim Gabay, Mgr - Ward 3 (Reese)

58. Discussion and possible action regarding a Six Month Review of a Temporary Beer/Wine/Cooler Off-sale License, G & G Fremont, LLC, dba G & G, 24 Fremont Street, Haim Gabay, Mgr and Guillermo J. Santos, Sr Mgr - Ward 5 (Barlow)

59. Discussion and possible action regarding a Six Month Review of a Temporary Massage Establishment License, Akers Chiropractic, dba Akers Chiropractic, 2931 North Tenaya Way, Suite 106, Terry Akers, 100% - Ward 4 (Anthony) [NOTE: This is an ancillary license to an existing chiropractic business - Akers Chiropractic]

60. Discussion and possible action regarding a Six Month Review of a Temporary Massage Establishment License, Red Rock Chiro, LLC, dba Red Rock Chiropractic, 500 South Rancho Drive, Suite 1, Margaret Colucci, Managing Mmbr, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing chiropractic business - Red Rock Chiropractic]

61. Discussion and possible action regarding a new Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, Las Palmas Entertainment, Inc., dba Azul Tequila Night Club, 115 North 7th Street, Francisco Lara, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

62. Discussion and possible action regarding a new Psychic Arts and Science License, Nana Adams, dba Psychic Arts of Las Vegas, 1620 South Decatur Boulevard, Suite E, Nana Adams, Owner, 100% - Ward 1 (Tarkanian)

63. Discussion and possible action regarding an Appeal of Work Card Denial for Ivana Vela, db at Vinny Boy's Italian Market Place, 3620 West Sahara Avenue, Suite W02 - Ward 1 (Tarkanian)

RESOLUTIONS - DISCUSSION

64. R-80-2009 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and CR Corporation located at 1239-1299 South Las Vegas Boulevard (APNs 162-03-112-030 and 031) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 4 (RA-18-2009)]

BOARDS & COMMISSIONS - DISCUSSION

65. HISTORIC PRESERVATION COMMISSION – Janet Ruth White, Term Expiration 3-6-2011 (Resigned)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. 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

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.

67. 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

68. 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

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.

69. Bill No. 2009-48 – Adopts the 2009 Edition of the International Energy Conservation Code, along with amendments thereto. Proposed by: Christopher Knight, Director of Building and Safety

70. Bill No. 2009-49 – Updates Municipal Code provisions pertaining to the Department of Finance and Business Services. Proposed by: Elizabeth N. Fretwell, City Manager

71. Bill No. 2009-50 – Authorizes the execution and delivery of a lease purchase agreement and related agreements to effect the financing of a new City Hall proposed to be located in the area bounded by Lewis Avenue, Clark Avenue, Main Street and First Street. Proposed by: Mark R. Vincent, Director of Finance and Business Services.

72. Bill No. 2009-51 – Authorizes the City to execute the Fourth Amendment to the Amended and Restated Fremont Street Experience Project Development Agreement to provide terms for the repayment of a portion of the costs incurred by the City of Las Vegas Redevelopment Agency to acquire the Fremont Street Parking Garage. Sponsored by: Councilman Gary Reese

CLOSED SESSION

73. 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

74. 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 - DISCUSSION

75. GPA-34792 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: GEORGE T. LOPEZ - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: MXU (MIXED USE) TO: LI/R (LIGHT INDUSTRY/RESEARCH) on 0.97 acres at 2222 West Bonanza Road (APN 139-29-704-026), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

76. ZON-34793 - ABEYANCE ITEM - REZONING RELATED TO GPA-34792 - PUBLIC HEARING - APPLICANT/OWNER: GEORGE T. LOPEZ - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.97 acres at 2222 West Bonanza Road (APN 139-29-704-026), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

77. SDR-34794 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-34792 AND ZON-34793 – PUBLIC HEARING - APPLICANT/OWNER: GEORGE T. LOPEZ - Request for a Site Development Plan Review TO ESTABLISH A CONTRACTOR"S PLANT, SHOP AND STORAGE YARD WITHIN AN EXISTING 4,279 SQUARE-FOOT OFFICE AND WAREHOUSE DEVELOPMENT WITH PERIMETER RAZOR WIRE on 0.97 acres at 2222 West Bonanza Road (APN 139-29-704-026), C-1 (Limited Commercial) Zone [PROPOSED: C-M (Commercial/Industrial)], Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

78. SUP-35468 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VERIZON WIRELESS, INC. - OWNER: TEDDY ENTERPRISES, LP. - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR THE INSTALLATION OF NINE ANTENNAS ON AN EXISTING 110-FOOT WIRELESS COMMUNICATION FACILITY, NON-STEALTH DESIGN, AT A MAXIMUM HEIGHT OF 112 FEET at 3441 West Sahara Avenue (APN 162-08-110-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-1 vote) and staff recommend DENIAL

79. EOT-35880 – ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - NON-PUBLIC HEARING - APPLICANT: JIT & NIRMAL MANN - OWNER: RECEIVERSHIP ESTATE OF AMAPOLA ORANGE, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-22251) FOR A PROPOSED SUPPER CLUB WITH A WAIVER TO ALLOW 152 FEET SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 2000 South Rainbow Boulevard, Suite 108-110 (APN 163-02-313-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL

80. EOT-36311 - EXTENSION OF TIME - VARIANCE - NON-PUBLIC HEARING APPLICANT/OWNER: GOOD EARTH ENTERPRISE, INC. - Request for an Extension of Time of an approved Variance (VAR-1295) TO ALLOW 35 PARKING SPACES WHERE 70 PARKING SPACES ARE REQUIRED FOR A PROPOSED 330 UNIT ASSISTED LIVING APARTMENT COMPLEX at 233 South 6th Street and 232 South 7th Street (APN: 139-34-611-034, 036, 037, and 039), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

81. EOT-36309 - EXTENSION OF TIME - SPECIAL USE PERMIT – NON-PUBLIC HEARING - APPLICANT/OWNER: GOOD EARTH ENTERPRISE, INC. - Request for an Extension of Time of an approved Special Use Permit (SUP-1531) FOR A 330 UNIT ASSISTED LIVING APARTMENT COMPLEX at 233 South 6th Street and 232 South 7th Street (APN 139-34-611-036 and 037), C-2 (General Commercial) Zone Ward 3 (Reese). Staff recommends DENIAL

SET DATE

82. 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

83. 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

84. 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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 18, 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 18, 2009

SUBJECT:
INVOCATION – PASTOR BENNY JAQUES, VICTORY OUTREACH LAS VEGAS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIVE AMERICAN HERITAGE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF GEOGRAPHIC INFORMATION SYSTEMS DAY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SOKA GAKKAI BUDDHIST COMMUNITY CENTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF R. GUILD GRAY ELEMENTARY SCHOOL BEING NAMED A BLUE RIBBON SCHOOL

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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 18, 2009

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

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Special City Council meeting of October 14, 2009 and the regular City Council meeting of October 21, 2009

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
ADMINISTRATIVE:

Approval of Commission for Cultural Affairs Funding Agreement, Amendment No. 1 in the amount of $83,020 from the Nevada Commission for Cultural Affairs to the City of Las Vegas to further the implementation of seismic retrofit measures to the historic Federal Building-United States Post Office in order to allow for the building to be reused as the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This amendment to the 2008 grant award from the Nevada Commission for Cultural Affairs to the City of Las Vegas, through the State Historic Preservation Office, will be used to further the implementation of seismic retrofit measures to the historic Federal Building-United States Post Office (aka, Las Vegas Post Office) in order to allow for the building to be reused as a museum and cultural center (aka, Las Vegas Museum of Organized Crime and Law Enforcement).

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Commission for Cultural Affairs Funding Agreement, Amendment No. 1

COMMISSION FOR CULTURAL AFFAIRS - FUNDING AGREEMENT

AMENDMENT # 1

Project: **SEISMIC RETROFIT OF HISTORIC DOWNTOWN POSTOFFICE**

Date: **OCTOBER 27, 2009**

Grant Number: **CCA-08-03**

Participant: **CITY OF LAS VEGAS**

On approval by the parties, this amendment shall become a part of the original agreement, and shall incorporate a revised scope of work and budget.

PAGE 1, THIRD PARAGRAPH, FIRST SENTENCE IS HEREBY AMENDED TO READ: "WHEREAS, THE STATE WILL ADMINISTER A STATE BOND GRANT-IN-AID IN AN AMOUNT OF $433,020.00 TO ASSIST IN THE SEISMIC RETROFIT OF HISTORIC DOWNTOWN POSTOFFICE. ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN THE SAME.

Obligated Original Amount:	**$350,000.00**
Amendment #1 Amount:	**$83,020.00**
New Maximum Total:	**$433,020.00**
Increases/decreases Agreement time by:	**30 CALENDAR DAYS**
Completion Date as of this Amendment:	**JANUARY 31, 2010**

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COMMISSION FOR CULTURAL AFFAIRS - FUNDING AGREEMENT

AMENDMENT #1 (continued)

APPLICANT: CITY OF LAS VEGAS

Signature: _____

Name (print): Oscar B. Goodman

Title (print): Mayor

Date (print): _____

ATTEST:

_____
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM
Teresita L. Ponticello 11/9/05
Teresita L. Ponticello Date
Chief Deputy City Attorney

APPROVED BY STATE:

State Historic Preservation Office

_____

Ronald M. James

State Historic Preservation Officer

Date: _____

REVIEWED AS TO FORM ONLY:

Attorney General

By: _____

Deputy Attorney General

ATTACHMENT A-1

SCOPE OF WORK FOR AMENDMENT #1

Project Scope: **REHABILITATION OF THE FEDERAL BLDG.-US POST OFFICE USING COMMISSION FOR CULTURAL AFFAIAR (CCA) FUNDS (CCA-03)**

This project will support the following:

Construction to implement seismic retrofit measures.

- Selected demolition to prepare the building foundations, walls and floors for seismic retrofit.
- **Foundations**: Basement column and spread footing reinforcement; and, shear wall continuous to footing.
- **Substructure;** Basement shear walls; and, slab on grade.
- **Superstructure**: Column reinforcing; shotcrete walls at interior of exterior walls; and drag beams at second and third floors.
- **Construction to implement seismic retrofit measures.**
- **Mechanical System:** system elements integral to the seismic sheer walls.
- **Electrical System**-system elements integral to the seismic sheer walls.

Lead abatement.

State Historic Preservation Office (SHPO) and CCA Project Stipulations:

1. All work will conform with the Secretary of the Interior's Standards for Rehabilitation unless otherwise approved by the SHPO.

2. If any changes are made to the project, the applicant/grantee must submit updated visual and/or written specifications for the proposed rehabilitation work before any work commences and for written approval from the SHPO.

3. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO before work begins.

4. The applicant/grantee will provide the SHPO with quarterly updates on project progress.

5. The applicant/grantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by state accounting practices or that are outside the terms of this agreement, the applicant/grantee will refund the amount to the SHPO.

6. The grant recipient agrees to notify the Commission when there are fundamental changes to its programming, to its structure as an organization, or to its leadership, and the Commission may consider these changes in future funding decisions.

ATTACHMENT A-2
BUDGET FOR AMENDMENT #1

Participant:	City of Las Vegas	
Project Title:	Seismic Retrofit of Historic Downtown Post Office	
Termination Date:	1/31/2010	
CCA Grant No.:	CCA 08-03	
Budget Items:		
	Demolition, Foundations, Substructure, Superstructure, Mechanical, Electrical.	$ 350,000.00
	Lead Abatement	$ 83,020.00
	Total CCA Budget Amount	**$ 433,020.00**
	Demolition, Foundations, Substructure, Superstructure, Mechanical, Electrical.	$ 1,714,082.00
	Total Non-CCA Budget Amount	**$ 1,714,082.00**
	Total Project Budget	**$ 2,147,102.00**
	Total CCA Award	**$ 433,020.00**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of an Interlocal Contract with Clark County for the FY 2010 State Emergency Response Commission (SERC) grant in the amount of $17,361 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The agreement between Clark County and the City of Las Vegas provides for reimbursement of $17,361.00 by Clark County in FY10, SERC/HMEP Grant Planning and Training funds (the "funds"), to the City of Las Vegas to attend the International Hazards Material Conference, Tanker Car Specialist Class, Silver State Safety & HazMat Conference and the Hot Zone Conference. The City of Las Vegas will provide notice to Clark County Office of Emergency Management and Homeland Security of any program changes for which FY10 SERC/HMEP Grant Planning and Training funds are allocated under the provisions of this interlocal agreement.

RECOMMENDATION:
Approval

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

INTERLOCAL CONTRACT
BETWEEN CLARK COUNTY AND
THE CITY LAS VEGAS

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

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101 wishes to attend the International Hazards Material Conference, Tanker Car Specialist Class, Silver State Safety& HazMat Conference and the Hot Zone Conference and

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

WHEREAS, the Subrecipient intends to use the funds attend the International Hazards Material Conference, Tanker Car Specialist Class, Silver State Safety& HazMat Conference and the Hot Zone Conference; and

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

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

1. OEMHS shall provide a maximum of SEVENTEEN THOUSAND THREE HUNDRED AND SIXTY ONE DOLLARS ($17,361.00) from fiscal year 2010 funds for the SERC/HMEP Grant – Planning and Training.

2. Subrecipient agrees to use the funds to attend conferences as set forth in Exhibit "A".

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

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

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

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

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

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

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

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

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

ENTERED INTO this _____ day of _____, 2009.

ATTEST:

By:_____
Shirley Parraguirre, County Clerk

Date: _____

CLARK COUNTY

By: _____
Rory Reid, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Foley, Deputy District Attorney

Date: 10/29/09

ATTEST:

By: _____
City Clerk

Date: _____

CITY OF LAS VEGAS

By: _____
Oscar Goodman, Mayor
City of Las Vegas

Date: _____

APPROVED AS TO FORM:

By: _____ FOR
Bradford Jerbic, City Attorney

Date: 11/4/09

Exhibit "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
THE CITY OF LAS VEGAS
FY10 SERC/HMEP GRANT PLANNING AND TRAINING

City of Las Vegas:

CLV	International Hazards Material Conf.	$5,190.00
CLV	Tanker Car Specialist Class	$8,648.00
CLV	Silver State Safety & HazMat Conf.	$1,942.00
CLV	Hot Zone Conference	$1,581.00
CLV TOTAL		**$17,361.00**

(Continued)
Exhibit "A"
CITY OF LAS VEGAS – FY 10 SERC/HMEP GRANT PLANNING AND TRAINING

1. Clark County will provide **SEVENTEEN THOUSAND THREE HUNDRED AND SIXTY ONE DOLLARS ($17,361.00)** in fiscal year 2010 FY10, SERC/HMEP Grant Planning and Training funds (the "funds"), to the City of Las Vegas to attend the International Hazards Material Conference, Tanker Car Specialist Class, Silver State Safety& HazMat Conference and the Hot Zone Conference.

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

EXHIBIT "B"

LOCAL, STATE and FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____
City Official

EMERGENCY MANAGEMENT COORDINATOR:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

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

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

APPROVED AS TO FORM
11/4/09
James B. Lewis
Deputy City Attorney
Date

FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEDERAL CERTIFICATIONS

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

APPROVED AS TO FORM 4/4/09
James B. Lewis
Deputy

DIVISION OF EMERGENCY MANAGEMENT FINANCIAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM
James B. Lewis 11/1/09
Deputy City Attorney Date

10. NIMS compliance see attached appendix A.

NAME:_____ TITLE: _____

SIGNATURE: _____ DATE: _____

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

DIVISION OF EMERGENCY MANAGEMENT PROGRAM ASSURANCES

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

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

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

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

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

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

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

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

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

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

NAME:_____ TITLE: _____

SIGNATURE:_____ DATE: _____

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

APPROVED AS TO FORM
11/9/09
James B. Lewis Date
Deputy City Attorney

Appendix A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NIMS Implementation Matrix for Tribal and Local Jurisdictions

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval authorizing staff to submit a Public Purpose Reservation to the Bureau of Land Management for 5 acres of land located at the Southwest corner of Deer Springs Way and Hualapai Way, APN 126-24-701-020 - Ward 6 (Ross)

Fiscal Impact

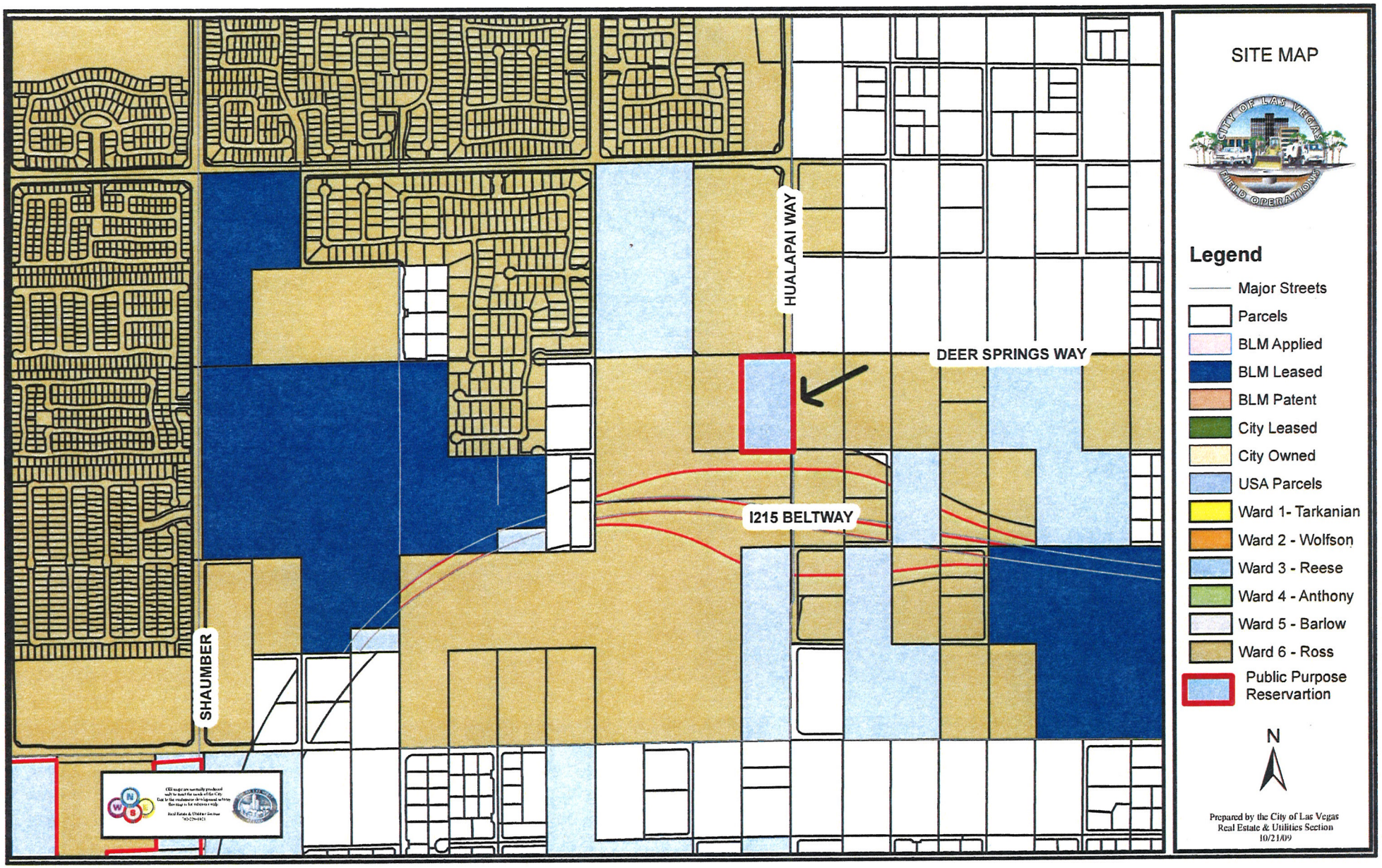
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Southern Nevada Public Lands Management Act allows the City of Las Vegas to place reservations on lands for future public purposes.

RECOMMENDATION:
Staff recommends approval and authorization allowing staff to execute any additional documents required by the Bureau of Land Management to maintain this reservation in good standing with the Bureau of Land Management.

BACKUP DOCUMENTATION:
Site Map

Public Purpose Reservation: Deer Springs & Hualapai



N:\Real_Estate\rrury\Deer Springs_Hualapai - 10-21-09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Third Amendment to Lease Agreement between the City of Las Vegas and James Ream for office space located at 333 North Rancho Drive, commonly known as the Atrium Business Tower - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Tenant requests to amend the agreement to extend the term through July 31, 2010.

RECOMMENDATION:
Staff recommends approval and authorization for the Real Estate Section to complete and execute any additional documents necessary for the contractual obligation during the original term of this agreement.

BACKUP DOCUMENTATION:
Third Amendment to Lease Agreement

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Third Amendment") is entered into and effective for all purposes as of _____, 2009 by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("Landlord"), and James Ream ("Tenant"). Landlord and Tenant are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, Tenant previously entered into that certain lease agreement entitled Standard Office Lease dated September 3, 2002, as amended by the First Amendment to Lease dated November 8, 2003 and as amended by the Second Amendment to Lease dated February 1, 2005 for certain premises containing approximately 1,030 rentable square feet known as Suite No. 530 on the 5th floor ("Premises") of the building commonly known as the Atrium Building and located at 333 North Rancho Drive, Las Vegas, Clark County, Nevada 89106 ("Building"). All agreements related to the Lease are incorporated herein by this reference; and

WHEREAS, on or about December 17, 2007, the Landlord purchased the Atrium and assumed the Agreement; and

WHEREAS, the Parties have agreed to amend the Agreement subject to the terms and conditions set forth in this Third Amendment, and for good and valuable consideration; and

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Unless otherwise specifically defined in this Third Amendment, the defined terms used herein shall have the meaning ascribed to them in the Agreement.

2. Term. The term of this Third Amendment commences on January 1, 2010 and terminates on July 31, 2010. Any holding over by Tenant, with the Landlord's consent, after the expiration of the term hereof shall be construed to be a tenancy from month to month, terminable on thirty (30) days written notice by either Party, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein.

3. Rent. Beginning on January 1, 2010, and on the first day of each month thereafter through July 31, 2010, Tenant shall pay to Landlord the Monthly Installment of Rent, the sum of Two Thousand Twenty Two Dollars and 75/100 Cents ($2,022.75). In addition to the Monthly Installment of Rent, Tenant shall pay to Landlord as Monthly Operating Expenses, the sum of Ninety Seven Dollars and 88/100 Cents ($97.88). Total Monthly Installment of Rent and Monthly Operating Expensed owed by Tenant to Landlord per month are Two Thousand One Hundred Twenty Dollars and 63/100 Cents ($2,120.63).

4. Modifications or Amendments. Upon approval of this amendment by the City Council and after it has been fully executed by signature of all parties, City's Real Estate & Utilities Division staff shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of this Third Amendment. This may include amendments, changes of address, changes of suites, escrow document signature authority, adjustments to

monetary revenue or expenditure not to exceed Ten Thousand Dollars and No Cents ($10,000.00), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of the Lease shall be valid unless in writing and signed by all Parties.

5. Incorporation. Except as otherwise amended herein, all other terms and conditions of the Lease shall remain in full force and effect and Tenant hereby ratifies and confirms its obligations thereunder. Tenant represents and acknowledges that as of the date of this Third Amendment, Tenant (i) is not in default under the terms of the Lease; (ii) has no defense, set off or counterclaim to the enforcement by Landlord of the terms of the Lease; and (iii) is not aware of any action or inaction by Landlord that would constitute an Event of Default by Landlord under the Lease.

6. Counterparts; Electronic Delivery. This Third Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment as of the day and year first written above.

"LANDLORD"
CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

Attest:

By: _____
Beverly K. Bridges CMC, City Clerk

Approved as to form:

By: John S. Ridilla 10/9/09
Deputy City Attorney Date

"TENANT"
JAMES REAM

By: _____
James Ream

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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: $79,078,967.33
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 10/16-10/31/09

City of Las Vegas

Summary of Cash Expenditures

For period of 10/16-31/09

Total Services & Materials Checks :	**$29,383,726.29**
Total Services & Materials EFT Payments :	**$2,796,621.38**
Total Wire Transfers:	**$40,018,978.07**
Total Payroll Checks:	**$6,879,641.59**
Grand Total:	**$79,078,967.33**

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, MMC
City Clerk

On November 18, 2009, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Change of Business Name for a Package License, Longs Drug Stores California, LLC, dba From: Longs Drug Stores 9965, To: CVS Pharmacy 9965, 9430 Del Webb Boulevard, Zenon Lankowsky, Pres, Carol DeNale, Vice Pres, Treas, Thomas Moffatt, Secy, Linda Cimbron, Asst Secy, and Melanie Luker, Asst Secy - 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 Package License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Change of Business Name for a Package License, Longs Drug Stores California, LLC, dba From: Longs Drug Stores 9967, To: CVS Pharmacy 9967, 1950 Village Center Circle, Zenon Lankowsky, Pres, Carol DeNale, Vice Pres, Treas, Thomas Moffatt, Secy, Linda Cimbron, Asst Secy, and Melanie Luker, Asst Secy - Ward 2 (Wolfson)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Change of Business Name for a Tavern License and a Liquor Caterer License subject to Health Dept. regulations, Jillian's Management Company, LLC, dba From: Jillian's Management Company, To: Las Vegas Rocks Cafe, 450 Fremont Street, Suite 130, Loraine Kusuhara, Pres - Ward 5 (Barlow)

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 Tavern License and a Liquor Caterer License.

RECOMMENDATION:
Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Supper Club License, From: Covarrubias Enterprises, Inc., dba La Sirena Mexican Seafood Restaurant, 2327 South Eastern Avenue, To: Tu Casa, Inc., dba Leticia's Cocina, 7585 Norman Rockwell Lane, Leticia Gardea, Pres, 51% and Gustavo Gutierrez, Secy, CFO, 49% - Ward 6 (Ross)

Fiscal Impact

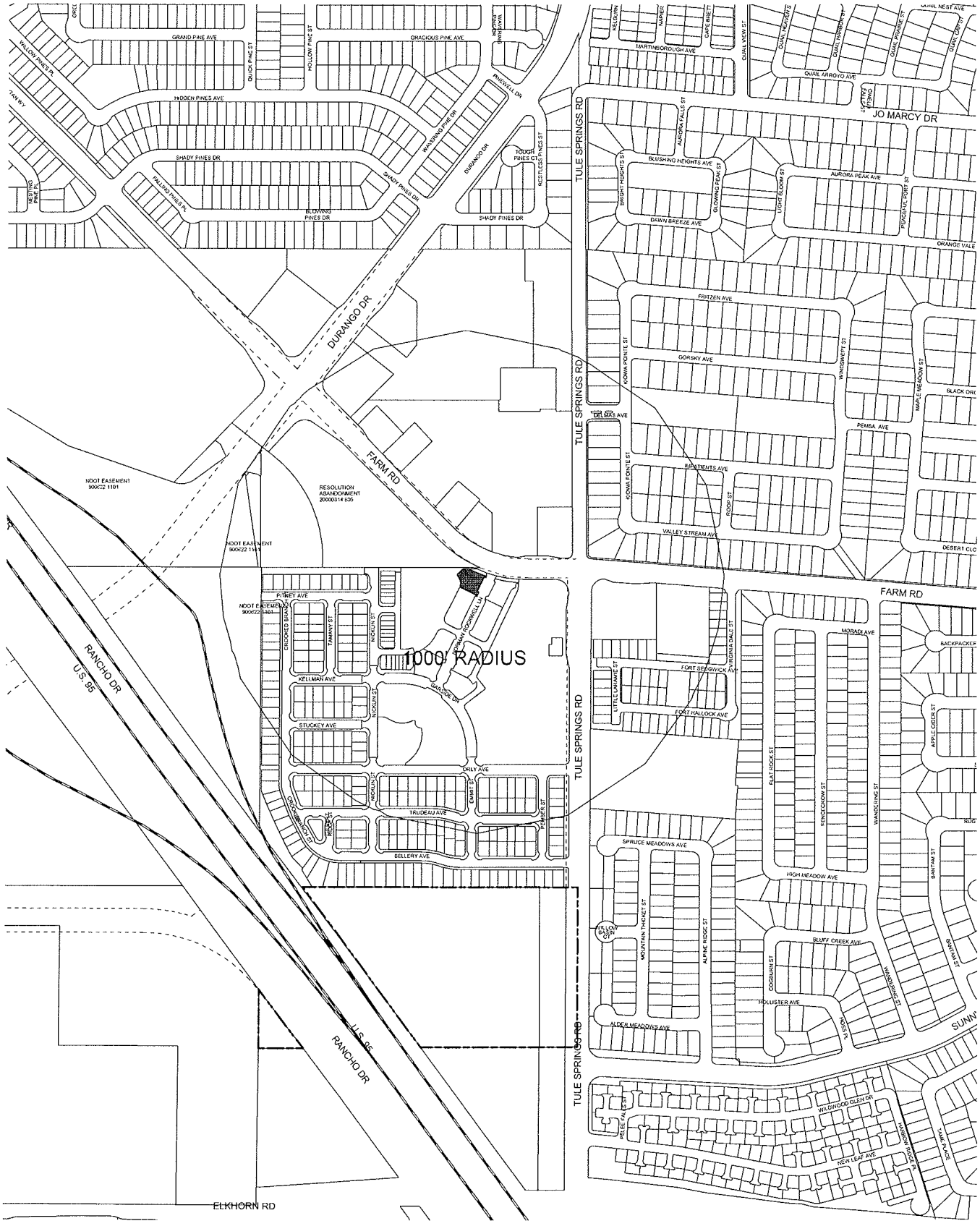
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Change of Business Name, Change of Location, and Change of Ownership for a Supper Club License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Map

LETICIA'S COCINA



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of an extension of a Temporary Package License, Mariana's Enterprises, dba Mariana's Supermarket, 574 North Eastern Avenue, Hipolito Anaya, Pres, Dir, and Ana Maria Anaya, Secy, Treas, Dir, 100% jointly with spouse - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Package 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

MARIANA'S SUPERMARKET



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a new Beer/Wine/Cooler Off-sale License, Loper Markets, Inc., dba Rainbow Market #9, 5075 East Washington Avenue, Curtis R. Loper, Pres, Dir, 51%, Lenard R. Loper, Secy, Treas, and Carolyn A. Loper, 49% jointly with spouse - Ward 3 (Reese)

Fiscal Impact

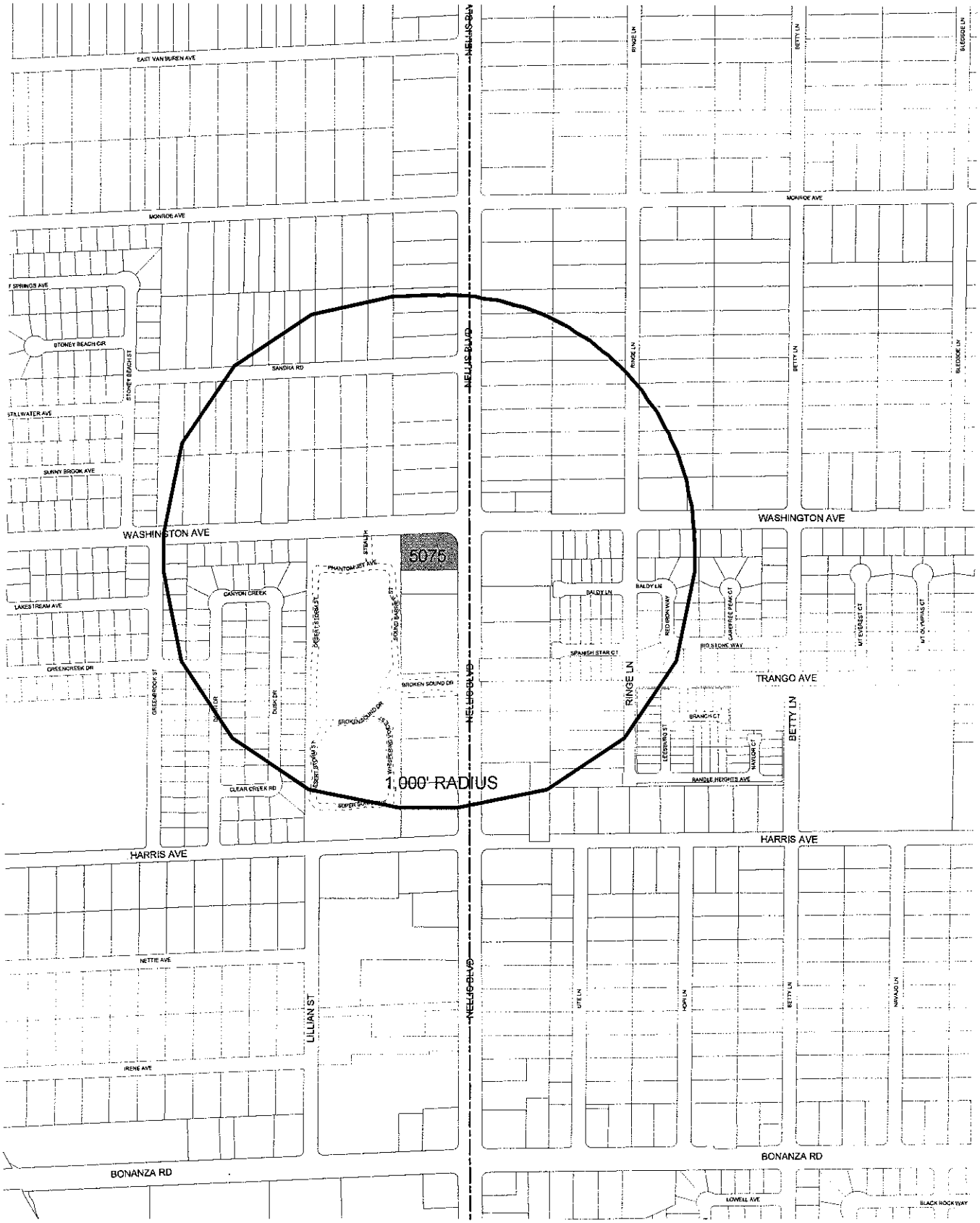
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Map

RAINBOW MARKET 9



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Loper Markets, Inc., dba Rainbow Market #9, 5075 East Washington Avenue, Curtis R. Loper, Pres, Dir, 51%, Lenard R. Loper, Secy, Treas, and Carolyn A. Loper, 49% jointly with spouse - Ward 3 (Reese)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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 for a Change of Ownership, From: LL&Q Base, LLC, To: Sushi House Enterprises, dba Tokyo Sushi House, 10040 West Cheyenne Avenue, Suite 150, Yongmi Ji, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)

Fiscal Impact

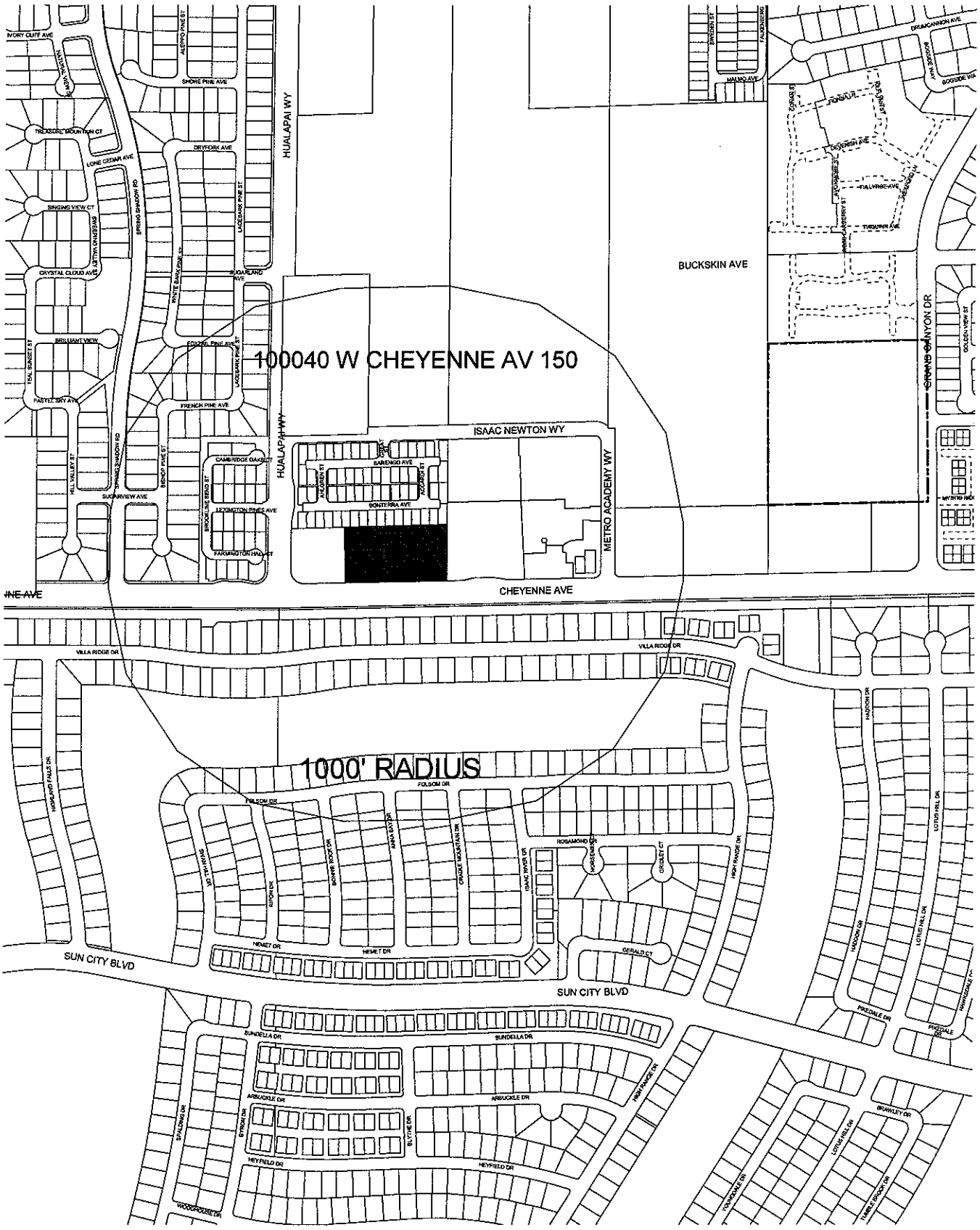
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

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

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

TOKYO SUSHI HOUSE



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Non-restricted Limited Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC, db at Cardenas Markets, 4421 East Bonanza Road - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Space Lease Agreement for a Non-restricted Limited Gaming License for 20 slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Briad Restaurant Group, LLC, dba TGI Friday's, 4570 West Sahara Avenue, Bradford L. Honigfeld, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Restricted Gaming License, United Coin Machine Company, db at 7 Eleven Store #34007, 7785 North Durango Drive, Suite 155, JPM Mart, Inc., John P. McGrail, Pres, Secy, Treas, 100% (Participant) - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a participation agreement for a Restricted Gaming License for 4 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of an extension of a Temporary Burglar Alarm Service License, Westec Intelligent Surveillance, Inc., dba Westec Intelligent Surveillance, Inc., 1234 Lakeshore Drive, Suite 600, Kelby D. Hagar, Pres, CEO, Dir, John J. Curreri, CFO, Secy, Treas, Westec Acquisition Corporation, Gerald Vento, Dir - Texas

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Burglar Alarm Service 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.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of an extension of a Temporary Locksmith License, Michael Rivera Esparza, dba All Secure Lock & Safe, 1725 North Decatur Boulevard, Michael R. Esparza, Owner, 100% - Ward 5 (Barlow)

Fiscal Impact

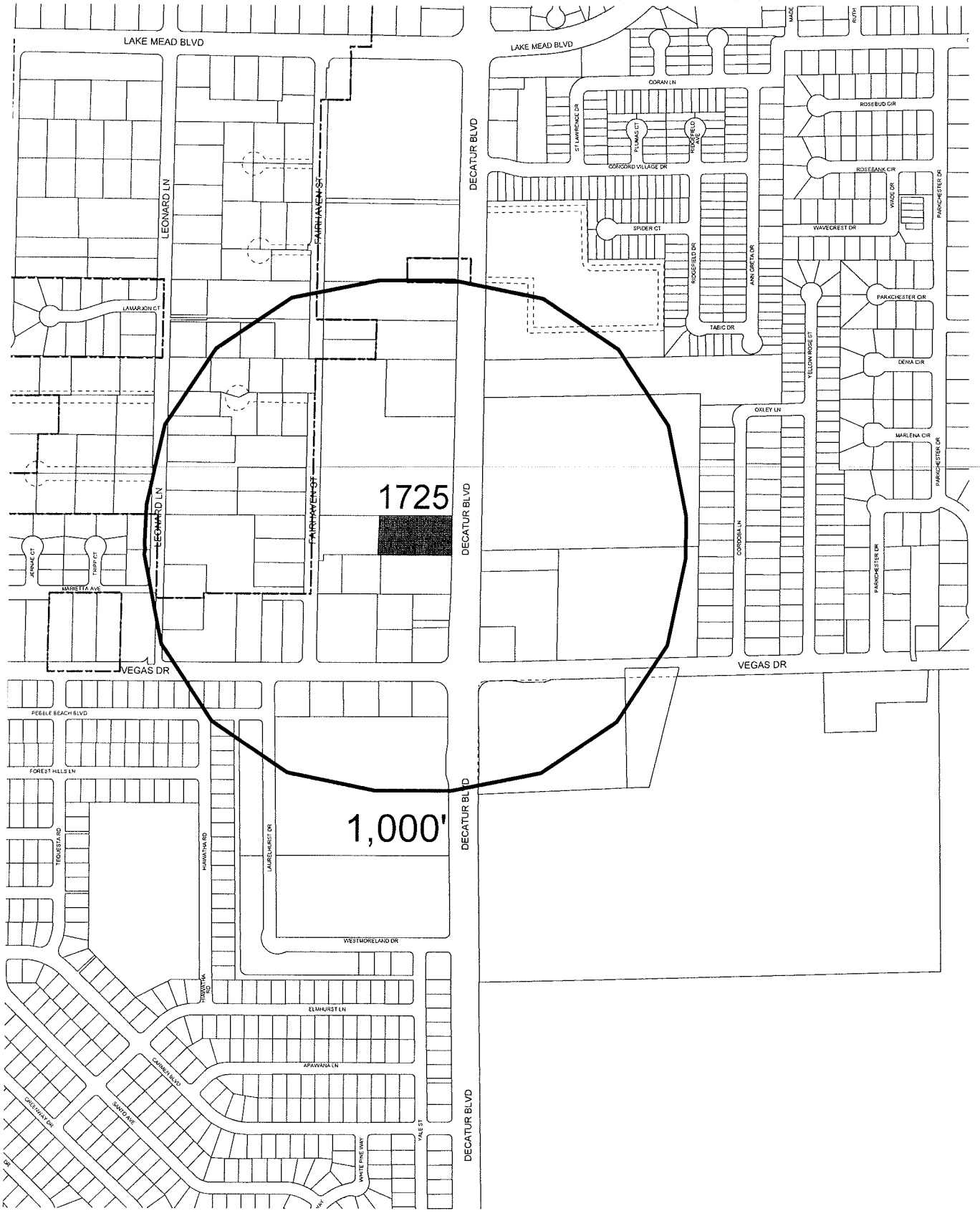
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Locksmith 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

ALL SECURE LOCK & SAFE



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of an extension of a Temporary Locksmith License, Turbo Cleaning Services, LLC, dba Turbo Cleaning Services, LLC, 5167 Numidia Avenue, Joshua Guild, Mgr, 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 Locksmith 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.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Massage & Wellness Group, Inc., dba Massage Pro, 5300 West Sahara Avenue, Suite 101, Parley P. Call Jr., Pres, Secy, Treas, Dir, 100% - Ward 1 (Tarkanian)

Fiscal Impact

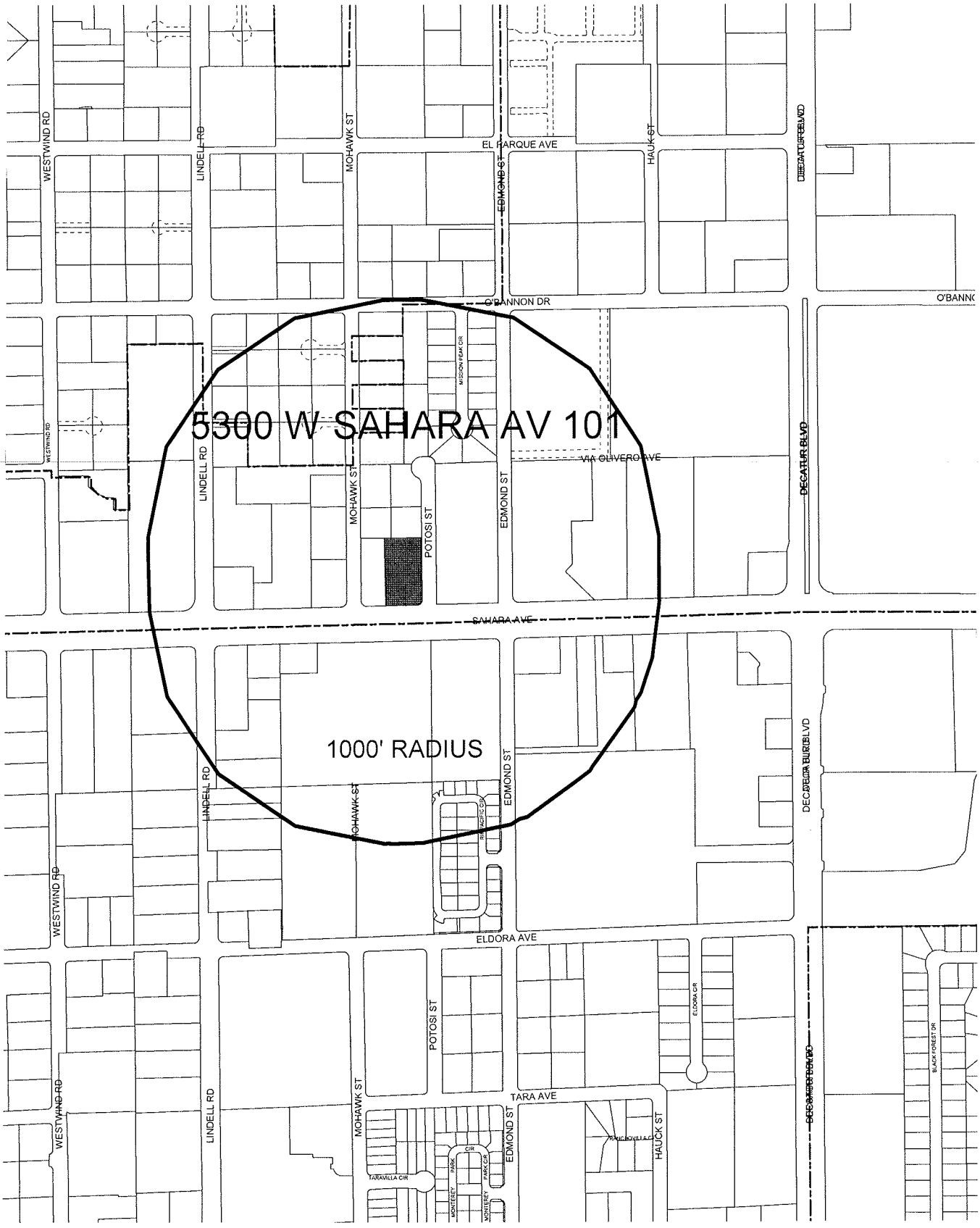
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary 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.

BACKUP DOCUMENTATION:
Map

MASSAGE PRO


5300 W SAHARA AV 101
1000' RADIUS
WESTWIND RD
LINDELL RD
MOHAWK ST
EDMOND ST
HAUCK ST
EL PARQUE AVE
O'BANNON DR
MISSION PEAK CIR
POTOSI ST
VIA OLIVERO AVE
DECATUR BLVD
SAHARA AVE
ELDORA AVE
ELDORA CIR
TARA AVE
TARAVILLA CIR
MONTEREY PARK CIR
BLACK FOREST DR
0 300 600 Feet
N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of award of Agreement No. 100095-DC, Building Energy Audit Services Agreement for Energy Audit at 18 City of Las Vegas facilities – Department of Public Works – Award recommended to: JBA CONSULTING ENGINEERS, INC. ($100,000 – Multipurpose Special Revenue Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: Special Revenue Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for a comprehensive energy audit of 18 City of Las Vegas facilities to identify and recommend energy and operational changes to be installed or implemented at each facility audited. The analysis will determine energy consumption and energy conservation measures for lighting, heating, cooling, HVAC motors (fans and pumps), plug load, kitchen equipment and other miscellaneous equipment.

PCC: D. Collins
POC: Brad R. Geinzer (702) 362-9200

RECOMMENDATION:
That City Council approve award of Agreement No. 100095-DC, Building Energy Audit Services Agreement for Energy Audit to JBA Consulting Engineers, Inc. in the amount of $100,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 100095-DC
2. Certificate – Disclosure of Ownership/Principals

BUILDING ENERGY AUDIT SERVICES AGREEMENT
FOR
ENERGY AUDIT

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) 384-4846**, and **JBA CONSULTING ENGINEERS**, (the "Consultant"), a **Corporation**, whose address is **5155 W. Patrick Lane Suite 100, Las Vegas, NV, 89118**, and fax number is **(702) 362-9862**.

WITNESSETH:

WHEREAS, the City intends to construct the **Energy Audit** (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 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 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.

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. 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

APPROVED AS TO FORM

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

CONSULTANT

By_____
Brad R. Genzer
~~Dwayne G. Miller~~,,P.E. Principal ~~Electrical~~ Engineer, JBA Consulting Engineers

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

PROPOSAL INCLUDED. In addition to the services to be provided within this Agreement and its Exhibits, the scope of services is additionally contained in the Consultant's proposal included as part of this Exhibit "A", dated 9-14-09. Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Agreement.

SCOPE OF PROJECT. The scope and location of the Project is generally described as follows:
Site address: Various Sites
Approximate gross site acreage: N/A
Approximate gross building square footage: 452,158
Offsite improvement area: N/A
Improvement description: Audit of Building Energy
As shown on the attachment to this Exhibit 'A', titled "City of Las Vegas Energy Audit"

SUBCONTRACTS. The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-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.

REGULATORY AUTHORITIES. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services, 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, Planning Department and Department of Public Works 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 Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. 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.

CITY OF LAS VEGAS ENERGY AUDIT September 14, 2009

PROJECT SCOPE

The project scope consists of the following:

Provide a comprehensive energy audit for eighteen City of Las Vegas (CLV) facilities totaling 452,158 SF. The energy audit will specifically identify energy and operational changes that are recommended to be installed or implemented at the facilities. Facilities included in the scope of the project are summarized below.

Building	Location	Ward	Square footage	Construction Year
Lieburn Senior Center	6230 Garwood	1	7733	2003
Mirabelli Community Center	6200 Hargrove Ave	1	30616	2006
Fire Station #7	10101 Banberry Cross Dr	2	8685	1995
All American Park	1551 S Buffalo	2		1989
Detention Center Housing Unit #5	3300 E Stewart Ave	3	33223	1991
East Las Vegas Community Center	250 N Eastern	3	40000	2002
Freedom Pool	889 N Pecos	3		2006
Baker Pool	1050 E St Louis	3		1989
Detention Center Housing Unit #3	3300 E Stewart Ave	3	10000	1997
Construction Services WSC	3001 Ronemus Dr	4	12236	1999
Durango Hills Community Center & Pool	3521 N Durango Dr	4	41147	
Field Operations WSC	2875 Ronemus Dr	4	12690	2004
Doolittle Community Center & Pool	1950 N J St	5	64000	2003
Atrium Building	333 N Rancho Dr	5	138530	
Natural History Museum	900 Las Vegas Blvd N	5	38080	1964
Centennial Hills Outside Pool	6601 N Buffalo	6		
Lied Community School Modular	5340 W Tropical Pkwy	6	4480	2003
Fire Station #41	6889 N Buffalo Dr	5	10738	2000
TOTAL			452,158	

SCOPE OF SERVICES

1. A separate, comprehensive energy audit will be provided for each facility. The report will be formatted as follows:

   a. An executive summary which describes the facility(s), ECMs evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each ECM.
   b. A discussion of specific ECMs not evaluated in detail and the explanation of why a detailed analysis was not performed.
   c. A summary of facility utility bills, modeled base year consumption and how it was established, and end use reconciliation with respect to the base year including an evaluation of any unusual characteristics and findings.
   d. Detailed descriptions for each ECM including analysis method, supporting calculations, results, proposed equipment and implementation issues.
   e. Conclusions, observations and considerations regarding costs and energy savings estimates.
   f. Appendices which document the data used to prepare the analysis and how the data was collected as may be required.

2. Develop a baseline model with whole building simulation approach utilizing Trane Trace modeling software or City of Las Vegas approved modeling software. The base line model will represent existing conditions for facility energy loads, not just those identified by ECMs.

   a. Baseline model: The baseline model will be developed with the assistance of utility bill data for no less than the immediately preceding 24-month period in order to develop an energy baseline model that is suitable for CLV consideration. A detailed description of all existing baseline conditions, development methods, calibration procedures, adjustments and assumptions for each building will be provided. The baseline model will be developed in accordance with recommendations and methods The American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE).
   b. The baseline model will reflect energy-related effects of the current design features of the facilities such as, but not limited to, quantity and type of glass, building orientation with respect to physical site, overall wall and roof thermal resistance values, ventilation air requirements, humidity level, occupancy and actual Owner provided operating schedules. The baseline model will incorporate the energy-related effects of all renovations and/or modifications to the building envelope, internal spaces and energy consuming systems subsequent to the date of original construction. In the event the baseline model provides results that differ substantially from the actual, the Owner will be notified to investigate the discrepancy.

3. Analyze the following systems and equipment to determine energy consumption and ECMs where the equipment or system represents 5% or more of the facility energy cost as determined by the baseline model:

   a. Lighting
   b. Heating
   c. Cooling
   d. HVAC motors (fans and pumps)
   e. Plug load
   f. Kitchen equipment
   g. Misc. other equipment

4. Develop a list of potential ECMs including the following:

   a. Identify and propose potential ECMs for installation or implementation at the facility(s), including water conservation measures.
   b. Estimate the cost, savings and life expectancy of each proposed ECM.
   c. Provide analysis methodology, supporting calculations and assumptions used to estimate savings, which will be based on simple payback calculations. Grants, rebates, or capital funding will not be applied to simple payback calculations.
   d. Calculate projected energy cost savings as the difference between baseline energy costs and the costs that are anticipated to result from the proposed ECMs.
   e. Provide access to the computer simulation program and all inputs and assumptions used, if requested by CLV.
   f. Provide calculations for any utility rate savings proposals.
   g. Provide supporting calculations for proposed maintenance or other operational savings.
   h. Estimate any environmental costs or benefits of the proposed ECMs (e.g, disposal costs, avoided emissions, water conservation, etc.).
   i. Comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis for all proposed ECMs.
   j. Simple payback will be evaluated on a 15 year term. Life cycle analysis will not be provided. Should life cycle analysis be deemed necessary by the City of Las Vegas, City of Las Vegas shall provide consultant with interest rate to be used in the analysis. ECM's will be provided with individual paybacks for review by the City of Las Vegas.

5. The same energy simulation and modeling software used to develop the projected energy cost savings for the baseline will be used for ECM modeling. Projected energy consumption will be modeled using the same weather data, operating conditions, and utility rate structure as the established baseline model.

6. Review with CLV and recommend specific ECMs from its preliminary compilation for installation and implementation at the facility(s).

7. Interview facility managers to evaluate the facility and identify any special areas of concern and discuss general facility operation as may be required.

8. Provide estimate of probable cost associated with each ECM to identify order of magnitude pricing for each ECM. The cost estimate will identify probable cost for:

   a. Engineering/design costs for individual ECMs.
   b. Contractor/vendor estimates for individual ECM material and labor unit costs.
   c. Consultant construction management fees for the project.
   d. Overhead and profit.
   e. Commissioning costs for individual ECMs.
   f. Contingency costs
   g. Initial training costs
   h. Other costs/fees as may be required

9. Develop energy savings estimates.

   a. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the consultant will seek written guidance from the City. Consultant will adjust or modify the report as may be required following the City's review of certain calculations of savings or review of certain items as allowable savings.
   b. The following items will be allowed as savings or in the development of savings (unless otherwise agreed in writing, projected escalation rates will tie to the Consumer Price Index. Estimates of utility cost escalation will not be provided as they are deemed unreliable over a 15 year term. The base rate used for each fuel and water unit will not devalue in the event of any rate decrease):
      - City material/commodity cost
      - Outside maintenance labor cost (if applicable)
      - Agreed escalation rates for material/commodity cast savings
      - Agreed escalation rates for allowable labor savings

   The following will not be allowed as savings or in the development of savings without prior City approval:
      - City in-house labor costs
      - City deferred maintenance cost
      - City or future City capital cost

10. City of Las Vegas shall provide the following:

   a. Provide monthly utility bills for gas, electric and water for the most recent 24 months for each facility.
   b. Provide existing building architectural, mechanical, electrical and plumbing design drawings for each facility including all recent upgrades and renovations.
   c. Provide list of projects and energy upgrades proposed or currently under construction for each facility.
   d. Provide asbestos survey/report for each facility as may be required.
   e. Provide occupancy schedule for each facility including staff hours, visitor hours, cleaning and maintenance staff hours and total occupancy.
   f. Provide facility information including size, age, construction type, general use and description of any changes to the facility.
   g. Provide list of any energy related improvements installed in the last three years including a project description and completion date.
   h. Architectural design and consulting assistance for architectural related ECM's and energy studies.

EXCLUDED SERVICES

The following are not a part of the proposed scope of services:

1. Asbestos inspections and reports. Consideration will be given to asbestos as it relates to recommended ECMs.
2. The audit will not address portable/moveable equipment, scientific equipment, furniture, etc.
3. Verification of loads that are not metered or measured. Where additional consumption data is required and the systems or equipment are not metered or measured, a third party will be utilized to monitor and measure loads. These expenses will be billed to the City as a direct reimbursable expense.

SUMMARY OF PROPOSED FEE(S)

The suggested fees for our proposed engineering services are as follows:

	Fee
Engineering Services	$100,000.00
TOTAL	$100,000.00

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

Phase
ECM Analysis Phase- 10 copies ECM recommendations report. (1) electronic file.
Executive Summary Phase- 10 copies Executive Summary Report. (1) electronic file.

All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency.

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

As required over the course of the Energy Audit of the Project, with the Energy Auditterm anticipated by the City to be approximately 3 months, subject to modifications and performance.

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Priliminary ECM Analysis and Executive Summary	75	City review concurrent with audit
Final ECM analysis and Executive Summary	15	City review concurrent with audit
Finalize City Comments	7	
TOTAL	97	

The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

TOTAL COMPENSATION

The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $100,000. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with the Agreement based upon the percentage of completion for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
ECM Analysis Phase	%70	$70,000.00	Gather data, baseline model, analyze development of ECM's cost savings payback.
Executive Summary Phase	%30	$30,000.00	Summary of conclusions, evaluations, and final report.
	TOTAL	$100,000.00	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Project Manager	$150	Per Hour
Engineer	$175	Per Hour
Designer	$95	Per Hour
Specification Writer	$175	Per Hour
Technician / CADD Operator	$65	Per Hour
Clerical	$65	Per Hour

ADDITIONAL SERVICES

None authorized or anticipated as of the date of this Agreement.

These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

REIMBURSABLE EXPENSES

None authorized or anticipated as of the date of this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

CITY REPRESENTATIVE: **Patrick Batte**

CONSTRUCTION PROJECT REPRESENTATIVE: **Rusty Coleman**

CONSULTANT'S PROJECT STAFF

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

CONSULTANT REPRESENTATIVE: **David L. Magdefrau**

END OF EXHIBIT "F"

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	J.B.A. Consulting Engineers, Inc
Address	5155 W. Patrick Lane, Las Vegas, NV 89118
Telephone	(702) 362-9200
EIN or DUNS	88-0098495

Block 2	Description
Building Energy Audit Services Agreement	
Contract 100095-DC	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 4 — Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Edward P Butera/President	5155 W. Patrick Lane Las Vegas, NV 89118	(702) 362-9200
2.	Brad R Geinzer/Treasure	5155 W. Patrick Lane Las Vegas, NV 89118	(702) 362-9200
3.	Dwayne G Miller/Secretary	5155 W. Patrick Lane Las Vegas, NV 89118	(702) 362-9200
4.	Michael A Schwob/Director	5155 W. Patrick Lane Las Vegas, NV 89118	(702) 362-9200
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 — Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Edward P Butera
Name

10/20/09
Date

Subscribed and sworn to before me this 20th day of October, 2009.

Cathy Swindell
Notary Public

Notary Public - State of Nevada
County of Clark
CATHY SWINDELL
My Appointment Expires
No: 99-58634-1 September 21, 2011

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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2. Policy

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Telephone	(702) 362-9200
EIN or DUNS	88-0098495

Block 2	**Description**
Building Energy Audit Services Agreement	
Contract 100095-DC	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 4 — Disclosure of Ownership and Principals

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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.

Edward P Butera
Name

10/20/09
Date

Subscribed and sworn to before me this 20th day of October, 2009.

Cathy Swindell
Notary Public

Notary Public - State of Nevada
County of Clark
CATHY SWINDELL
My Appointment Expires
September 21, 2011
No: 99-58634-1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of award of Bid No. 10.1730.02-TF, Las Vegas Wash Middle Branch Rainbow Storm Drain, Elkhorn Road to Grand Teton Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works -Award recommended to: WISER CONSTRUCTION, LLC ($7,351,023.85 - Road and Flood Capital Projects Fund) - Ward 6 (Ross) and County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,351,023.85
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the construction of a 24' by 8' reinforced concrete box between Elkhorn Road and Whispering Sands Drive, and a trapezoidal concrete channel between Whispering Sands Drive and Grand Teton Drive. Channel will also include a maintenance road, access ramp, drop inlets and storm drain laterals. Funding for this project is being provided by the Clark County Regional Flood Control District.

PCC: T. Fernandez
POC: Eric Houdek - (702) 864-2510

RECOMMENDATION:
That City Council approve award of Bid No. 10.1730.02-TF, Las Vegas Wash Middle Branch Rainbow Storm Drain Elkhorn Road to Grand Teton Drive to Wiser Construction, LLC in the amount of $7,351,023.85 and approve the construction conflicts and contingency reserve of $735,102.38. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

Bid Abstract
10.1730.02-TF
LV Wash Middle Branch Rainbow Storm Drain, Elkhorn to Grand Teton

ITEM NO.	DESCRIPTION	U O M	QTY	Wiser Construction, Limited-Liability Company		Spirit Underground, LLC		Western States Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	26	$500.00	$13,000.00	$500.00	$13,000.00	$500.00	$13,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	26	$3,661.00	$95,186.00	$500.00	$13,000.00	$0.00	$0.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00
201.01	CLEARING AND GRUBBING	LS	1	$15,690.00	$15,690.00	$66,000.00	$66,000.00	$46,860.00	$46,860.00
202.01	REMOVAL OF STORM DRAIN MANHOLE	EA	1	$6,276.00	$6,276.00	$880.00	$880.00	$1,480.00	$1,480.00
202.02	REMOVAL OF SANITARY SEWER MANHOLE	EA	6	$784.50	$4,707.00	$880.00	$5,280.00	$1,036.00	$6,216.00
202.03	REMOVAL OF 8" SANITARY SEWER PIPE	LF	240	$12.93	$3,103.20	$9.80	$2,352.00	$20.00	$4,800.00
202.04	REMOVAL OF 10" SANITARY SEWER PIPE	LF	21	$15.69	$329.49	$20.00	$420.00	$57.00	$1,197.00
202.05	REMOVAL OF 24" SANITARY SEWER PIPE	LF	1,750	$29.29	$51,257.50	$10.00	$17,500.00	$22.00	$38,500.00
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	10,140	$7.63	$77,368.20	$8.90	$90,246.00	$12.00	$121,680.00
202.07	REMOVAL OF HEADWALL AND TRASH RACK	EA	1	$1,964.39	$1,964.39	$4,500.00	$4,500.00	$5,640.00	$5,640.00
202.08	REMOVAL OF CHAIN LINK FENCE	LF	2,100	$1.05	$2,205.00	$2.30	$4,830.00	$1.00	$2,100.00
202.09	REMOVAL OF 36" REINFORCED CONCRETE PIPE	LF	28	$15.69	$439.32	$26.00	$728.00	$85.00	$2,380.00
202.1	REMOVAL OF DUAL 48" X 76" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE	LF	50	$17.79	$889.50	$38.00	$1,900.00	$48.00	$2,400.00
202.11	REMOVAL OF DROP INLET	EA	3	$654.80	$1,964.40	$2,270.00	$6,810.00	$2,400.00	$7,200.00
202.12	REMOVAL OF 18" HDPE PIPE	LF	130	$15.69	$2,039.70	$17.50	$2,275.00	$37.00	$4,810.00
202.13	REMOVAL OF EXISTING BUILDING	LS	1	$5,967.98	$5,967.98	$6,100.00	$6,100.00	$4,600.00	$4,600.00
203.01	TRENCH OVER-EXCAVATION AND COMPACTED IMPORT AGGREGATE BEDDING	CY	10,000	$12.56	$125,600.00	$23.00	$230,000.00	$5.00	$50,000.00
302.01	TYPE II AGGREGATE BASE (ROADWAY BASE)	CY	7,360	$21.28	$156,620.80	$24.80	$182,528.00	$25.00	$184,000.00
402.01	5-INCH PLANTMIX BITUMINOUS SURFACE	SY	20,290	$17.26	$350,205.40	$17.80	$361,162.00	$19.50	$395,655.00
502.01	24' x 8' MONOLITHIC REINFORCED CONCRETE BOX	LF	3,945	$775.10	$3,057,769.50	$910.00	$3,589,950.00	$1,030.00	$4,063,350.00
502.02	24' x 7' CONCRETE TRAPEZOIDAL CHANNEL WITH 2:1 SIDE SLOPE	LF	1,129	$379.83	$428,828.07	$400.00	$451,600.00	$510.00	$575,790.00

ITEM NO.	DESCRIPTION	U O M	QTY	Wiser Construction, Limited-Liability Company		Spirit Underground, LLC		Western States Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
502.03	TRANSITION STRUCTURE "SD1" 10+78.92 TO "SD1" 12+17.09	LS	1	$49,085.77	$49,085.77	$91,400.00	$91,400.00	$102,300.00	$102,300.00
502.04	TRANSITION STRUCTURE "SD1" 12+17.09 TO "SD1" 14+26.86	LS	1	$142,335.63	$142,335.63	$140,100.00	$140,100.00	$134,000.00	$134,000.00
502.05	TRANSITION STRUCTURE "SD1" 25+55.18 TO "SD1" 26+55.18	LS	1	$104,605.36	$104,605.36	$76,900.00	$76,900.00	$78,400.00	$78,400.00
502.06	TRANSITION STRUCTURE "SD1" 66+00.00 TO "SD1" 66+18.72	LS	1	$52,058.42	$52,058.42	$47,000.00	$47,000.00	$40,920.00	$40,920.00
502.07	CHANNEL MAINTENANCE RAMP "SD1" 14+97.34 TO "SD1" 16+26.69	LS	1	$64,814.27	$64,814.27	$64,500.00	$64,500.00	$43,510.00	$43,510.00
502.08	CONCRETE HEADWALL	LS	1	$14,065.94	$14,065.94	$9,080.00	$9,080.00	$10,775.00	$10,775.00
502.09	CAP 8" PVC PIPE WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	1	$261.50	$261.50	$330.00	$330.00	$380.00	$380.00
502.1	CAP 18" RCP WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	22	$313.80	$6,903.60	$580.00	$12,760.00	$1,165.00	$25,630.00
502.11	MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	3	$627.60	$1,882.80	$940.00	$2,820.00	$1,575.00	$4,725.00
603.01	18-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	382	$58.58	$22,377.56	$73.00	$27,886.00	$83.00	$31,706.00
603.02	24-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	140	$60.65	$8,491.00	$77.00	$10,780.00	$88.00	$12,320.00
603.03	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	1,857	$81.21	$150,806.97	$79.00	$146,703.00	$80.00	$148,560.00
603.04	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	135	$99.34	$13,410.90	$111.00	$14,985.00	$146.00	$19,710.00
603.05	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	443	$144.61	$64,062.23	$139.00	$61,577.00	$150.00	$66,450.00
603.06	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	257	$72.70	$18,683.90	$109.00	$28,013.00	$94.00	$24,158.00
603.07	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	209	$102.26	$21,372.34	$123.00	$25,707.00	$115.00	$24,035.00
603.08	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	124	$122.00	$15,128.00	$148.00	$18,352.00	$168.00	$20,832.00
603.09	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$5,138.15	$10,276.30	$6,350.00	$12,700.00	$5,100.00	$10,200.00
603.1	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$9,597.34	$19,194.68	$10,510.00	$21,020.00	$9,000.00	$18,000.00
603.11	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$15,922.28	$15,922.28	$15,070.00	$15,070.00	$13,385.00	$13,385.00
603.12	36" REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$15,596.97	$15,596.97	$15,530.00	$15,530.00	$16,000.00	$16,000.00
609.01	REINFORCED CONCRETE BOX MANHOLE RISER	EA	9	$993.70	$8,943.30	$1,080.00	$9,720.00	$920.00	$8,280.00
609.02	MODIFIED NDOT TYPE 4 STORM DRAIN MANHOLE	EA	16	$6,799.00	$108,784.00	$6,560.00	$104,960.00	$7,900.00	$126,400.00
609.03	PRE-CAST STORM DRAIN MANHOLE TEE	EA	1	$9,414.00	$9,414.00	$7,440.00	$7,440.00	$10,310.00	$10,310.00
609.04	3-FOOT PC1 DROP INLET	EA	1	$3,530.61	$3,530.61	$3,440.00	$3,440.00	$6,405.00	$6,405.00
609.05	7.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	3	$2,567.24	$7,701.72	$7,540.00	$22,620.00	$8,050.00	$24,150.00

ITEM NO.	DESCRIPTION	U O M	QTY	Wiser Construction, Limited-Liability Company		Spirit Underground, LLC		Western States Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
609.06	12.5-FOOT TYPE "DM2" DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$11,310.78	$22,621.56	$11,690.00	$23,380.00	$11,900.00	$23,800.00
609.07	15-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$14,553.71	$29,107.42	$14,350.00	$28,700.00	$14,315.00	$28,630.00
609.08	22.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$16,341.70	$32,683.40	$15,150.00	$30,300.00	$16,300.00	$32,600.00
609.09	MODIFIED NDOT TYPE 8 DROP INLET	EA	5	$6,621.90	$33,109.50	$7,800.00	$39,000.00	$7,950.00	$39,750.00
609.1	MODIFIED NDOT TYPE 2B DROP INLET WITH CONCRETE APRON	EA	22	$3,443.45	$75,755.90	$3,500.00	$77,000.00	$4,715.00	$103,730.00
609.11	MODIFY EXISTING DROP INLET WITH NDOT TYPE 2B GRATE AND CONCRETE APRON	EA	1	$2,651.61	$2,651.61	$3,000.00	$3,000.00	$4,710.00	$4,710.00
609.12	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	1	$523.00	$523.00	$870.00	$870.00	$525.00	$525.00
610.01	RIPRAP D50 = 6 INCHES	CY	390	$57.53	$22,436.70	$50.00	$19,500.00	$40.00	$15,600.00
610.02	RIPRAP D50 = 12 INCHES	CY	353	$67.99	$24,000.47	$50.00	$17,650.00	$40.00	$14,120.00
610.03	RIPRAP FILTER FABRIC	SY	3,363	$2.83	$9,517.29	$2.10	$7,062.30	$2.15	$7,230.45
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3,363	$5.47	$18,395.61	$5.30	$17,823.90	$5.50	$18,496.50
613.01	CONCRETE SIDEWALK	SF	95	$8.37	$795.15	$13.90	$1,320.50	$6.50	$617.50
613.02	CONCRETE MAINTENANCE PATH	SF	11,296	$4.31	$48,685.76	$3.80	$42,924.80	$6.25	$70,600.00
616.01	6-FOOT CHAIN LINK FENCE	LF	2,270	$11.51	$26,127.70	$11.10	$25,197.00	$11.00	$24,970.00
616.02	4-FOOT POST AND CABLE RAILING	LF	886	$17.26	$15,292.36	$19.00	$16,834.00	$17.00	$15,062.00
616.03	10'-8" OPENING DOUBLE SWING CHAIN LINK GATE (12' OUTSIDE TO OUTSIDE DIMENSION)	EA	4	$1,046.00	$4,184.00	$970.00	$3,880.00	$1,020.00	$4,080.00
616.04	5' OPENING SINGLE SWING CHAIN LINK GATE (6'-4" OUTSIDE TO OUTSIDE DIMENSION)	EA	6	$758.35	$4,550.10	$590.00	$3,540.00	$740.00	$4,440.00
622.01	CONSTRUCTION SURVEYING	LS	1	$24,973.25	$24,973.25	$40,500.00	$40,500.00	$37,245.00	$37,245.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$68,607.04	$68,607.04	$52,000.00	$52,000.00	$65,850.00	$65,850.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	500	$6.80	$3,400.00	$15.00	$7,500.00	$81.63	$40,815.00
625.02	ARROW DISPLAY	DAY	180	$5.66	$1,018.80	$12.00	$2,160.00	$33.00	$5,940.00
627.01	RELOCATE PERMANENT SIGN	EA	8	$151.67	$1,213.36	$150.00	$1,200.00	$101.00	$808.00
628.01	TYPE II FILM WHITE (CROSSWALKS AND STOP BARS)	SF	720	$4.19	$3,016.80	$4.10	$2,952.00	$5.00	$3,600.00
628.02	TYPE II FILM YELLOW (CHEVRONS AND GORING)	SF	553	$4.19	$2,317.07	$4.10	$2,267.30	$5.00	$2,765.00
628.03	TYPE II FILM "ONLY"	EA	4	$146.44	$585.76	$144.00	$576.00	$180.00	$720.00
628.04	TYPE II FILM FOR ARROWS	EA	8	$83.68	$669.44	$82.00	$656.00	$128.00	$1,024.00

ITEM NO.	DESCRIPTION	U O M	QTY	Wiser Construction, Limited-Liability Company		Spirit Underground, LLC		Western States Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.05	4" POLYEUREA OR EPOXY PAINT (WHITE)	LF	6,117	$0.37	$2,263.29	$0.40	$2,446.80	$0.36	$2,202.12
629.01	18" STEEL ENCASE 8-INCH DIP WATERLINE "RB" 144+32.59, 105.50' RT TO 50.50' RT	LF	55	$107.15	$5,893.25	$131.00	$7,205.00	$110.00	$6,050.00
629.02	VERTICAL ADJUST WATER VALVE COVER	EA	3	$366.10	$1,098.30	$376.00	$1,128.00	$700.00	$2,100.00
629.03	VERTICAL ADJUST WATER BLOW OFF	EA	1	$679.90	$679.90	$417.00	$417.00	$472.00	$472.00
630.01	8-INCH PVC SANITARY SEWER PIPE	LF	170	$33.51	$5,696.70	$46.00	$7,820.00	$32.00	$5,440.00
630.02	24-INCH PVC SANITARY SEWER PIPE	LF	312	$83.19	$25,955.28	$67.00	$20,904.00	$50.00	$15,600.00
630.03	30-INCH PVC SANITARY SEWER PIPE	LF	3,788	$120.82	$457,666.16	$100.00	$378,800.00	$76.00	$287,888.00
630.04	8-INCH C900 PVC SANITARY SEWER PIPE	LF	66	$33.88	$2,236.08	$78.00	$5,148.00	$24.00	$1,584.00
630.05	24-INCH C905 PVC SANITARY SEWER PIPE	LF	130	$85.98	$11,177.40	$94.00	$12,220.00	$71.00	$9,230.00
630.06	30-INCH C905 PVC SANITARY SEWER PIPE	LF	22	$378.20	$8,320.40	$115.00	$2,530.00	$110.00	$2,420.00
630.07	48-INCH SANITARY SEWER MANHOLE	EA	4	$2,048.89	$8,195.56	$1,970.00	$7,880.00	$2,650.00	$10,600.00
630.08	60-INCH SANITARY SEWER MANHOLE	EA	10	$2,969.37	$29,693.70	$3,790.00	$37,900.00	$4,190.00	$41,900.00
630.09	60INCH DEEP SANITARY SEWER MANHOLE	EA	1	$5,631.33	$5,631.33	$10,230.00	$10,230.00	$9,790.00	$9,790.00
630.1	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	1	$470.70	$470.70	$445.00	$445.00	$472.00	$472.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	446	$4.19	$1,868.74	$2.55	$1,137.30	$2.40	$1,070.40
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	1,307	$4.19	$5,476.33	$1.45	$1,895.15	$1.25	$1,633.75
637.01	DUST CONTROL	LS	1	$142,569.80	$142,569.80	$50,000.00	$50,000.00	$10,000.00	$10,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$8,368.00	$8,368.00	$5,300.00	$5,300.00	$7,894.74	$7,894.74
637.03	POST CONSTRUCTION DUST PALLIATIVE	LS	1	$34,518.00	$34,518.00	$17,500.00	$17,500.00	$10,200.00	$10,200.00
671.01	SUPPORT NV ENERGY FACILITIES	LS	1	$7,814.38	$7,814.38	$35,000.00	$35,000.00	$40,800.00	$40,800.00
	Total Base Bid Amount				$7,351,023.85		$7,874,224.05		$8,346,344.46

ITEM NO.	DESCRIPTION	U O M	QTY	Wiser Construction, Limited-Liability Company		Spirit Underground, LLC		Western States Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	The Owner may exercise the following Alternate(s) in sequential order beginning at Number 1 depending on the availability of funding. These amounts are NOT INCLUDED in the Base Bid Amount.								
	ADDITIVE ALTERNATE NUMBER 1: Remove existing grass from grass lined channel along Rainbow Boulevard approximately 400 feet south of the Severance Lane alignment to the Severance Lane alignment and replacing it with riprap. Note, if this add/alt is awarded, the red decorative rock from the grass to riprap channel in the base bid will be used for the riprap in the add/alt channel if the gradation requirements of the decorative rock for flood control purposes are met								
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	2520	$10.46	$26,359.20	$8.90	$22,428.00	$15.00	$37,800.00
202.14	REMOVAL, SALVAGE AND PLACEMENT OF RED DECORATIVE ROCK	SY	1032	$10.46	$10,794.72	$7.70	$7,946.40	$15.00	$15,480.00
610.01	RIPRAP D50 = 6 INCHES	CY	380	$57.53	$21,861.40	$32.00	$12,160.00	$45.00	$17,100.00
610.02	RIPRAP D50 = 12 INCHES	CY	90	$67.99	$6,119.10	$40.00	$3,600.00	$45.00	$4,050.00
610.03	RIPRAP FILTER FABRIC	SY	3615	$0.42	$1,518.30	$4.50	$16,267.50	$2.15	$7,772.25
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3615	$7.33	$26,497.95	$5.30	$19,159.50	$5.50	$19,882.50
610.05	RED DECORATIVE RIPRAP, D50 = 6 INCHES	CY	225	$57.53	$12,944.25	$94.00	$21,150.00	$60.00	$13,500.00
	Total Additive Alternate Amount				$106,094.92		$102,711.40		$115,584.75
	Engineer's Estimate Base Bid: $15,971,386.00								
	Engineer's Estimate/Add-Alternate: $161,570.00								
	Responsive Bidder			yes					
	Responsible Bidder			yes					
	Comment:								

TO: Cheri Edelman Please review and approve recommended award to for the total base bid only to Wiser Construction, Limited-Liability Company in the amount of $ 7,351,023.85.

Purchasing & Contracts Representative — Date: 10.27.09

Using Department Authorized Rep Signature — Date: 10/27/09

ITEM NO.	DESCRIPTION	U O M	QTY	Contri Construction Company		Eagle View Contractors		Harber Company, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	26	$500.00	$13,000.00	$500.00	$13,000.00	$500.00	$13,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	26	$500.00	$13,000.00	$203.00	$5,278.00	$800.00	$20,800.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00
201.01	CLEARING AND GRUBBING	LS	1	$12,006.00	$12,006.00	$26,186.00	$26,186.00	$20,000.00	$20,000.00
202.01	REMOVAL OF STORM DRAIN MANHOLE	EA	1	$1,561.00	$1,561.00	$3,359.00	$3,359.00	$800.00	$800.00
202.02	REMOVAL OF SANITARY SEWER MANHOLE	EA	6	$459.00	$2,754.00	$794.00	$4,764.00	$1,000.00	$6,000.00
202.03	REMOVAL OF 8" SANITARY SEWER PIPE	LF	240	$2.00	$480.00	$31.00	$7,440.00	$12.00	$2,880.00
202.04	REMOVAL OF 10" SANITARY SEWER PIPE	LF	21	$8.00	$168.00	$50.00	$1,050.00	$15.00	$315.00
202.05	REMOVAL OF 24" SANITARY SEWER PIPE	LF	1,750	$3.00	$5,250.00	$63.50	$111,125.00	$60.00	$105,000.00
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	10,140	$2.00	$20,280.00	$6.88	$69,763.20	$9.00	$91,260.00
202.07	REMOVAL OF HEADWALL AND TRASH RACK	EA	1	$3,344.00	$3,344.00	$5,406.00	$5,406.00	$1,500.00	$1,500.00
202.08	REMOVAL OF CHAIN LINK FENCE	LF	2,100	$1.00	$2,100.00	$2.10	$4,410.00	$1.00	$2,100.00
202.09	REMOVAL OF 36" REINFORCED CONCRETE PIPE	LF	28	$52.00	$1,456.00	$67.00	$1,876.00	$30.00	$840.00
202.1	REMOVAL OF DUAL 48" X 76" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE	LF	50	$147.00	$7,350.00	$45.00	$2,250.00	$40.00	$2,000.00
202.11	REMOVAL OF DROP INLET	EA	3	$1,218.00	$3,654.00	$1,635.00	$4,905.00	$750.00	$2,250.00
202.12	REMOVAL OF 18" HDPE PIPE	LF	130	$31.00	$4,030.00	$41.00	$5,330.00	$10.00	$1,300.00
202.13	REMOVAL OF EXISTING BUILDING	LS	1	$1,892.00	$1,892.00	$5,364.00	$5,364.00	$6,000.00	$6,000.00
203.01	TRENCH OVER-EXCAVATION AND COMPACTED IMPORT AGGREGATE BEDDING	CY	10,000	$1.00	$10,000.00	$8.46	$84,600.00	$15.00	$150,000.00
302.01	TYPE II AGGREGATE BASE (ROADWAY BASE)	CY	7,360	$22.00	$161,920.00	$22.91	$168,617.60	$22.00	$161,920.00
402.01	5-INCH PLANTMIX BITUMINOUS SURFACE	SY	20,290	$17.00	$344,930.00	$18.19	$369,075.10	$17.00	$344,930.00
502.01	24' x 8' MONOLITHIC REINFORCED CONCRETE BOX	LF	3,945	$1,109.00	$4,375,005.00	$1,034.72	$4,081,970.40	$1,105.00	$4,359,225.00
502.02	24' x 7' CONCRETE TRAPEZOIDAL CHANNEL WITH 2:1 SIDE SLOPE	LF	1,129	$564.00	$636,756.00	$497.26	$561,406.54	$600.00	$677,400.00

ITEM NO.	DESCRIPTION	U O M	QTY	Contri Construction Company		Eagle View Contractors		Harber Company, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
502.03	TRANSITION STRUCTURE "SD1" 10+78.92 TO "SD1" 12+17.09	LS	1	$91,353.00	$91,353.00	$113,656.00	$113,656.00	$105,000.00	$105,000.00
502.04	TRANSITION STRUCTURE "SD1" 12+17.09 TO "SD1" 14+26.86	LS	1	$108,746.00	$108,746.00	$167,862.30	$167,862.30	$135,000.00	$135,000.00
502.05	TRANSITION STRUCTURE "SD1" 25+55.18 TO "SD1" 26+55.18	LS	1	$61,498.00	$61,498.00	$77,271.00	$77,271.00	$70,000.00	$70,000.00
502.06	TRANSITION STRUCTURE "SD1" 66+00.00 TO "SD1" 66+18.72	LS	1	$39,859.00	$39,859.00	$31,766.50	$31,766.50	$30,000.00	$30,000.00
502.07	CHANNEL MAINTENANCE RAMP "SD1" 14+97.34 TO "SD1" 16+26.69	LS	1	$64,328.00	$64,328.00	$35,125.60	$35,125.60	$50,000.00	$50,000.00
502.08	CONCRETE HEADWALL	LS	1	$3,688.00	$3,688.00	$4,850.90	$4,850.90	$3,750.00	$3,750.00
502.09	CAP 8" PVC PIPE WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	1	$82.00	$82.00	$365.00	$365.00	$100.00	$100.00
502.1	CAP 18" RCP WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	22	$401.00	$8,822.00	$1,105.60	$24,323.20	$300.00	$6,600.00
502.11	MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	3	$746.00	$2,238.00	$1,169.10	$3,507.30	$500.00	$1,500.00
603.01	18-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	382	$166.00	$63,412.00	$115.30	$44,044.60	$90.00	$34,380.00
603.02	24-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	140	$141.00	$19,740.00	$201.00	$28,140.00	$95.00	$13,300.00
603.03	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	1,857	$98.00	$181,986.00	$146.00	$271,122.00	$100.00	$185,700.00
603.04	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	135	$193.00	$26,055.00	$206.30	$27,850.50	$150.00	$20,250.00
603.05	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	443	$188.00	$83,284.00	$212.70	$94,226.10	$200.00	$88,600.00
603.06	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	257	$99.00	$25,443.00	$154.50	$39,706.50	$150.00	$38,550.00
603.07	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	209	$130.00	$27,170.00	$164.00	$34,276.00	$200.00	$41,800.00
603.08	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	124	$167.00	$20,708.00	$193.60	$24,006.40	$225.00	$27,900.00
603.09	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$4,415.00	$8,830.00	$1,007.00	$2,014.00	$6,000.00	$12,000.00
603.1	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$8,283.00	$16,566.00	$1,007.00	$2,014.00	$10,000.00	$20,000.00
603.11	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$12,618.00	$12,618.00	$1,420.00	$1,420.00	$15,000.00	$15,000.00
603.12	36" REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$12,446.00	$12,446.00	$1,420.00	$1,420.00	$15,000.00	$15,000.00
609.01	REINFORCED CONCRETE BOX MANHOLE RISER	EA	9	$1,218.00	$10,962.00	$1,351.00	$12,159.00	$2,000.00	$18,000.00
609.02	MODIFIED NDOT TYPE 4 STORM DRAIN MANHOLE	EA	16	$9,066.00	$145,056.00	$7,757.00	$124,112.00	$2,200.00	$35,200.00
609.03	PRE-CAST STORM DRAIN MANHOLE TEE	EA	1	$5,933.00	$5,933.00	$4,674.00	$4,674.00	$5,500.00	$5,500.00
609.04	3-FOOT PC1 DROP INLET	EA	1	$4,682.00	$4,682.00	$6,270.00	$6,270.00	$3,200.00	$3,200.00
609.05	7.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	3	$7,874.00	$23,622.00	$8,212.00	$24,636.00	$4,500.00	$13,500.00

ITEM NO.	DESCRIPTION	U O M	QTY	Contri Construction Company		Eagle View Contractors		Harber Company, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
609.06	12.5-FOOT TYPE "DM2" DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$11,104.00	$22,208.00	$11,865.00	$23,730.00	$9,000.00	$18,000.00
609.07	15-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$13,549.00	$27,098.00	$15,093.00	$30,186.00	$16,000.00	$32,000.00
609.08	22.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$14,845.00	$29,690.00	$16,619.00	$33,238.00	$14,000.00	$28,000.00
609.09	MODIFIED NDOT TYPE 8 DROP INLET	EA	5	$7,728.00	$38,640.00	$7,591.00	$37,955.00	$8,000.00	$40,000.00
609.1	MODIFIED NDOT TYPE 2B DROP INLET WITH CONCRETE APRON	EA	22	$4,483.00	$98,626.00	$3,871.00	$85,162.00	$1,800.00	$39,600.00
609.11	MODIFY EXISTING DROP INLET WITH NDOT TYPE 2B GRATE AND CONCRETE APRON	EA	1	$3,006.00	$3,006.00	$3,883.00	$3,883.00	$1,400.00	$1,400.00
609.12	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	1	$325.00	$325.00	$677.00	$677.00	$900.00	$900.00
610.01	RIPRAP D50 = 6 INCHES	CY	390	$102.00	$39,780.00	$47.61	$18,567.90	$80.00	$31,200.00
610.02	RIPRAP D50 = 12 INCHES	CY	353	$86.00	$30,358.00	$52.90	$18,673.70	$75.00	$26,475.00
610.03	RIPRAP FILTER FABRIC	SY	3,363	$2.00	$6,726.00	$3.17	$10,660.71	$12.00	$40,356.00
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3,363	$4.00	$13,452.00	$6.93	$23,305.59	$20.00	$67,260.00
613.01	CONCRETE SIDEWALK	SF	95	$18.00	$1,710.00	$13.70	$1,301.50	$35.00	$3,325.00
613.02	CONCRETE MAINTENANCE PATH	SF	11,296	$6.00	$67,776.00	$9.31	$105,165.76	$30.00	$338,880.00
616.01	6-FOOT CHAIN LINK FENCE	LF	2,270	$11.00	$24,970.00	$11.46	$26,014.20	$11.00	$24,970.00
616.02	4-FOOT POST AND CABLE RAILING	LF	886	$17.00	$15,062.00	$19.57	$17,339.02	$17.00	$15,062.00
616.03	10'-8" OPENING DOUBLE SWING CHAIN LINK GATE (12' OUTSIDE TO OUTSIDE DIMENSION)	EA	4	$1,008.00	$4,032.00	$1,000.00	$4,000.00	$1,000.00	$4,000.00
616.04	5' OPENING SINGLE SWING CHAIN LINK GATE (6'-4" OUTSIDE TO OUTSIDE DIMENSION)	EA	6	$731.00	$4,386.00	$603.00	$3,618.00	$750.00	$4,500.00
622.01	CONSTRUCTION SURVEYING	LS	1	$35,537.00	$35,537.00	$37,305.00	$37,305.00	$20,000.00	$20,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$36,162.00	$36,162.00	$42,320.00	$42,320.00	$25,000.00	$25,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	500	$40.00	$20,000.00	$42.30	$21,150.00	$40.00	$20,000.00
625.02	ARROW DISPLAY	DAY	180	$3.00	$540.00	$15.90	$2,862.00	$15.00	$2,700.00
627.01	RELOCATE PERMANENT SIGN	EA	8	$100.00	$800.00	$153.40	$1,227.20	$170.00	$1,360.00
628.01	TYPE II FILM WHITE (CROSSWALKS AND STOP BARS)	SF	720	$6.00	$4,320.00	$4.20	$3,024.00	$5.00	$3,600.00
628.02	TYPE II FILM YELLOW (CHEVRONS AND GORING)	SF	553	$5.00	$2,765.00	$4.20	$2,322.60	$5.00	$2,765.00
628.03	TYPE II FILM "ONLY"	EA	4	$176.00	$704.00	$148.10	$592.40	$175.00	$700.00
628.04	TYPE II FILM FOR ARROWS	EA	8	$126.00	$1,008.00	$84.60	$676.80	$150.00	$1,200.00

ITEM NO.	DESCRIPTION	U O M	QTY	Contri Construction Company		Eagle View Contractors		Harber Company, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.05	4" POLYEUREA OR EPOXY PAINT (WHITE)	LF	6,117	$1.00	$6,117.00	$0.37	$2,263.29	$1.00	$6,117.00
629.01	18" STEEL ENCASE 8-INCH DIP WATERLINE "RB" 144+32.59, 105.50' RT TO 50.50' RT	LF	55	$164.00	$9,020.00	$127.00	$6,985.00	$100.00	$5,500.00
629.02	VERTICAL ADJUST WATER VALVE COVER	EA	3	$492.00	$1,476.00	$1,058.00	$3,174.00	$350.00	$1,050.00
629.03	VERTICAL ADJUST WATER BLOW OFF	EA	1	$499.00	$499.00	$5,290.00	$5,290.00	$1,000.00	$1,000.00
630.01	8-INCH PVC SANITARY SEWER PIPE	LF	170	$81.00	$13,770.00	$264.50	$44,965.00	$95.00	$16,150.00
630.02	24-INCH PVC SANITARY SEWER PIPE	LF	312	$87.00	$27,144.00	$142.80	$44,553.60	$75.00	$23,400.00
630.03	30-INCH PVC SANITARY SEWER PIPE	LF	3,788	$89.00	$337,132.00	$185.15	$701,348.20	$110.00	$416,680.00
630.04	8-INCH C900 PVC SANITARY SEWER PIPE	LF	66	$54.00	$3,564.00	$264.50	$17,457.00	$85.00	$5,610.00
630.05	24-INCH C905 PVC SANITARY SEWER PIPE	LF	130	$102.00	$13,260.00	$248.60	$32,318.00	$125.00	$16,250.00
630.06	30-INCH C905 PVC SANITARY SEWER PIPE	LF	22	$286.00	$6,292.00	$634.80	$13,965.60	$500.00	$11,000.00
630.07	48-INCH SANITARY SEWER MANHOLE	EA	4	$5,185.00	$20,740.00	$1,981.00	$7,924.00	$3,800.00	$15,200.00
630.08	60-INCH SANITARY SEWER MANHOLE	EA	10	$7,254.00	$72,540.00	$3,491.00	$34,910.00	$6,400.00	$64,000.00
630.09	60INCH DEEP SANITARY SEWER MANHOLE	EA	1	$10,629.00	$10,629.00	$8,993.00	$8,993.00	$16,000.00	$16,000.00
630.1	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	1	$572.00	$572.00	$2,116.00	$2,116.00	$650.00	$650.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	446	$3.00	$1,338.00	$3.20	$1,427.20	$2.50	$1,115.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	1,307	$2.00	$2,614.00	$2.12	$2,770.84	$1.00	$1,307.00
637.01	DUST CONTROL	LS	1	$26,607.00	$26,607.00	$84,554.00	$84,554.00	$50,000.00	$50,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$8,655.00	$8,655.00	$5,032.00	$5,032.00	$4,000.00	$4,000.00
637.03	POST CONSTRUCTION DUST PALLIATIVE	LS	1	$4,725.00	$4,725.00	$2,116.00	$2,116.00	$2,000.00	$2,000.00
671.01	SUPPORT NV ENERGY FACILITIES	LS	1	$36,315.00	$36,315.00	$26,450.00	$26,450.00	$50,000.00	$50,000.00
	Total Base Bid Amount				$8,580,823.00		$9,099,634.85		**$9,217,702.00**
									Corrected Total

ITEM NO.	DESCRIPTION	U O M	QTY	Contri Construction Company		Eagle View Contractors		Harber Company, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	The Owner may exercise the following Alternate(s) in sequential order beginning at Number 1 depending on the availability of funding. These amounts are NOT INCLUDED in the Base Bid Amount.								
	ADDITIVE ALTERNATE NUMBER 1: Remove existing grass from grass lined channel along Rainbow Boulevard approximately 400 feet south of the Severance Lane alignment to the Severance Lane alignment and replacing it with riprap. Note, if this add/alt is awarded, the red decorative rock from the grass to riprap channel in the base bid will be used for the riprap in the add/alt channel if the gradation requirements of the decorative rock for flood control purposes are met								
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	2520	$3.00	$7,560.00	$47.61	$119,977.20	$8.00	$20,160.00
202.14	REMOVAL, SALVAGE AND PLACEMENT OF RED DECORATIVE ROCK	SY	1032	$4.00	$4,128.00	$47.61	$49,133.52	$10.00	$10,320.00
610.01	RIPRAP D50 = 6 INCHES	CY	380	$101.00	$38,380.00	$47.60	$18,088.00	$100.00	$38,000.00
610.02	RIPRAP D50 = 12 INCHES	CY	90	$48.00	$4,320.00	$52.90	$4,761.00	$105.00	$9,450.00
610.03	RIPRAP FILTER FABRIC	SY	3615	$2.00	$7,230.00	$3.20	$11,568.00	$15.00	$54,225.00
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3615	$5.00	$18,075.00	$6.90	$24,943.50	$30.00	$108,450.00
610.05	RED DECORATIVE RIPRAP, D50 = 6 INCHES	CY	225	$99.00	$22,275.00	$95.00	$21,375.00	$125.00	$28,125.00
	Total Additive Alternate Amount				$101,968.00		$249,846.22		$268,730.00
	Engineer's Estimate Base Bid: $15,971,386.00								
	Engineer's Estimate/Add-Alternate: $161,570.00								
	Responsive Bidder								
	Responsible Bidder								
	Comment:								

ITEM NO.	DESCRIPTION	U O M	QTY	Rafael Construction, Inc.		Granite Construction Company		Capriati Construction Corporation	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	26	$500.00	$13,000.00	$500.00	$13,000.00	$500.00	$13,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	26	$500.00	$13,000.00	$1.00	$26.00	$1,912.00	$49,712.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00
201.01	CLEARING AND GRUBBING	LS	1	$75,000.00	$75,000.00	$170,118.00	$170,118.00	$7,500.00	$7,500.00
202.01	REMOVAL OF STORM DRAIN MANHOLE	EA	1	$1,200.00	$1,200.00	$250.00	$250.00	$933.00	$933.00
202.02	REMOVAL OF SANITARY SEWER MANHOLE	EA	6	$1,200.00	$7,200.00	$500.00	$3,000.00	$933.00	$5,598.00
202.03	REMOVAL OF 8" SANITARY SEWER PIPE	LF	240	$25.00	$6,000.00	$4.00	$960.00	$30.00	$7,200.00
202.04	REMOVAL OF 10" SANITARY SEWER PIPE	LF	21	$40.00	$840.00	$35.00	$735.00	$59.00	$1,239.00
202.05	REMOVAL OF 24" SANITARY SEWER PIPE	LF	1,750	$110.00	$192,500.00	$10.00	$17,500.00	$38.00	$66,500.00
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	10,140	$7.00	$70,980.00	$6.00	$60,840.00	$0.50	$5,070.00
202.07	REMOVAL OF HEADWALL AND TRASH RACK	EA	1	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$4,900.00	$4,900.00
202.08	REMOVAL OF CHAIN LINK FENCE	LF	2,100	$3.00	$6,300.00	$2.00	$4,200.00	$2.00	$4,200.00
202.09	REMOVAL OF 36" REINFORCED CONCRETE PIPE	LF	28	$10.00	$280.00	$15.00	$420.00	$117.00	$3,276.00
202.1	REMOVAL OF DUAL 48" X 76" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE	LF	50	$33.00	$1,650.00	$250.00	$12,500.00	$117.00	$5,850.00
202.11	REMOVAL OF DROP INLET	EA	3	$2,600.00	$7,800.00	$700.00	$2,100.00	$933.00	$2,799.00
202.12	REMOVAL OF 18" HDPE PIPE	LF	130	$30.00	$3,900.00	$70.00	$9,100.00	$25.00	$3,250.00
202.13	REMOVAL OF EXISTING BUILDING	LS	1	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00
203.01	TRENCH OVER-EXCAVATION AND COMPACTED IMPORT AGGREGATE BEDDING	CY	10,000	$30.00	$300,000.00	$12.00	$120,000.00	$25.00	$250,000.00
302.01	TYPE II AGGREGATE BASE (ROADWAY BASE)	CY	7,360	$25.00	$184,000.00	$30.00	$220,800.00	$27.00	$198,720.00
402.01	5-INCH PLANTMIX BITUMINOUS SURFACE	SY	20,290	$18.00	$365,220.00	$20.00	$405,800.00	$21.74	$441,104.60
502.01	24' x 8' MONOLITHIC REINFORCED CONCRETE BOX	LF	3,945	$1,142.00	$4,505,190.00	$1,085.00	$4,280,325.00	$1,136.51	$4,483,531.95
502.02	24' x 7' CONCRETE TRAPEZOIDAL CHANNEL WITH 2:1 SIDE SLOPE	LF	1,129	$650.00	$733,850.00	$530.00	$598,370.00	$724.42	$817,870.18

ITEM NO.	DESCRIPTION	U O M	QTY	Rafael Construction, Inc.		Granite Construction Company		Capriati Construction Corporation	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
502.03	TRANSITION STRUCTURE "SD1" 10+78.92 TO "SD1" 12+17.09	LS	1	$95,096.00	$95,096.00	$160,000.00	$160,000.00	$200,000.00	$200,000.00
502.04	TRANSITION STRUCTURE "SD1" 12+17.09 TO "SD1" 14+26.86	LS	1	$130,000.00	$130,000.00	$190,000.00	$190,000.00	$210,000.00	$210,000.00
502.05	TRANSITION STRUCTURE "SD1" 25+55.18 TO "SD1" 26+55.18	LS	1	$78,000.00	$78,000.00	$110,000.00	$110,000.00	$120,000.00	$120,000.00
502.06	TRANSITION STRUCTURE "SD1" 66+00.00 TO "SD1" 66+18.72	LS	1	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$52,000.00	$52,000.00
502.07	CHANNEL MAINTENANCE RAMP "SD1" 14+97.34 TO "SD1" 16+26.69	LS	1	$60,000.00	$60,000.00	$40,000.00	$40,000.00	$90,000.00	$90,000.00
502.08	CONCRETE HEADWALL	LS	1	$11,000.00	$11,000.00	$4,000.00	$4,000.00	$12,000.00	$12,000.00
502.09	CAP 8" PVC PIPE WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	1	$100.00	$100.00	$200.00	$200.00	$150.00	$150.00
502.1	CAP 18" RCP WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	22	$400.00	$8,800.00	$150.00	$3,300.00	$200.00	$4,400.00
502.11	MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	3	$325.00	$975.00	$800.00	$2,400.00	$1,166.00	$3,498.00
603.01	18-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	382	$58.00	$22,156.00	$120.00	$45,840.00	$82.00	$31,324.00
603.02	24-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	140	$68.00	$9,520.00	$130.00	$18,200.00	$94.00	$13,160.00
603.03	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	1,857	$110.00	$204,270.00	$140.00	$259,980.00	$111.00	$206,127.00
603.04	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	135	$105.00	$14,175.00	$150.00	$20,250.00	$176.00	$23,760.00
603.05	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	443	$140.00	$62,020.00	$160.00	$70,880.00	$210.00	$93,030.00
603.06	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	257	$75.00	$19,275.00	$170.00	$43,690.00	$71.00	$18,247.00
603.07	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	209	$95.00	$19,855.00	$180.00	$37,620.00	$97.00	$20,273.00
603.08	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	124	$124.00	$15,376.00	$200.00	$24,800.00	$169.00	$20,956.00
603.09	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$4,200.00	$8,400.00	$5,000.00	$10,000.00	$3,497.00	$6,994.00
603.1	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$8,500.00	$17,000.00	$10,000.00	$20,000.00	$3,497.00	$6,994.00
603.11	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$12,500.00	$12,500.00	$15,000.00	$15,000.00	$3,730.00	$3,730.00
603.12	36" REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$13,000.00	$13,000.00	$15,000.00	$15,000.00	$4,009.00	$4,009.00
609.01	REINFORCED CONCRETE BOX MANHOLE RISER	EA	9	$900.00	$8,100.00	$2,000.00	$18,000.00	$875.00	$7,875.00
609.02	MODIFIED NDOT TYPE 4 STORM DRAIN MANHOLE	EA	16	$7,300.00	$116,800.00	$8,000.00	$128,000.00	$8,929.00	$142,864.00
609.03	PRE-CAST STORM DRAIN MANHOLE TEE	EA	1	$4,200.00	$4,200.00	$6,500.00	$6,500.00	$4,080.00	$4,080.00
609.04	3-FOOT PC1 DROP INLET	EA	1	$6,300.00	$6,300.00	$2,500.00	$2,500.00	$4,790.00	$4,790.00
609.05	7.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	3	$8,400.00	$25,200.00	$8,000.00	$24,000.00	$7,868.00	$23,604.00

ITEM NO.	DESCRIPTION	U O M	QTY	Rafael Construction, Inc.		Granite Construction Company		Capriati Construction Corporation	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
609.06	12.5-FOOT TYPE "DM2" DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$12,300.00	$24,600.00	$12,000.00	$24,000.00	$9,966.00	$19,932.00
609.07	15-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$15,600.00	$31,200.00	$15,000.00	$30,000.00	$12,821.00	$25,642.00
609.08	22.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$18,000.00	$36,000.00	$16,000.00	$32,000.00	$18,648.00	$37,296.00
609.09	MODIFIED NDOT TYPE 8 DROP INLET	EA	5	$8,600.00	$43,000.00	$8,000.00	$40,000.00	$5,711.00	$28,555.00
609.1	MODIFIED NDOT TYPE 2B DROP INLET WITH CONCRETE APRON	EA	22	$5,400.00	$118,800.00	$4,000.00	$88,000.00	$2,914.00	$64,108.00
609.11	MODIFY EXISTING DROP INLET WITH NDOT TYPE 2B GRATE AND CONCRETE APRON	EA	1	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$3,789.00	$3,789.00
609.12	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	1	$600.00	$600.00	$250.00	$250.00	$600.00	$600.00
610.01	RIPRAP D50 = 6 INCHES	CY	390	$50.00	$19,500.00	$40.00	$15,600.00	$30.00	$11,700.00
610.02	RIPRAP D50 = 12 INCHES	CY	353	$55.00	$19,415.00	$50.00	$17,650.00	$35.00	$12,355.00
610.03	RIPRAP FILTER FABRIC	SY	3,363	$2.00	$6,726.00	$3.00	$10,089.00	$4.00	$13,452.00
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3,363	$6.00	$20,178.00	$8.00	$26,904.00	$6.00	$20,178.00
613.01	CONCRETE SIDEWALK	SF	95	$14.00	$1,330.00	$10.00	$950.00	$10.00	$950.00
613.02	CONCRETE MAINTENANCE PATH	SF	11,296	$4.50	$50,832.00	$9.00	$101,664.00	$9.00	$101,664.00
616.01	6-FOOT CHAIN LINK FENCE	LF	2,270	$12.00	$27,240.00	$14.00	$31,780.00	$14.00	$31,780.00
616.02	4-FOOT POST AND CABLE RAILING	LF	886	$18.00	$15,948.00	$24.00	$21,264.00	$25.00	$22,150.00
616.03	10'-8" OPENING DOUBLE SWING CHAIN LINK GATE (12' OUTSIDE TO OUTSIDE DIMENSION)	EA	4	$1,100.00	$4,400.00	$1,200.00	$4,800.00	$1,050.00	$4,200.00
616.04	5' OPENING SINGLE SWING CHAIN LINK GATE (6'-4" OUTSIDE TO OUTSIDE DIMENSION)	EA	6	$800.00	$4,800.00	$600.00	$3,600.00	$525.00	$3,150.00
622.01	CONSTRUCTION SURVEYING	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$41,895.00	$41,895.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$75,000.00	$75,000.00	$150,000.00	$150,000.00	$100,000.00	$100,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	500	$50.00	$25,000.00	$65.00	$32,500.00	$84.00	$42,000.00
625.02	ARROW DISPLAY	DAY	180	$20.00	$3,600.00	$22.00	$3,960.00	$34.00	$6,120.00
627.01	RELOCATE PERMANENT SIGN	EA	8	$130.00	$1,040.00	$170.00	$1,360.00	$153.00	$1,224.00
628.01	TYPE II FILM WHITE (CROSSWALKS AND STOP BARS)	SF	720	$5.00	$3,600.00	$5.00	$3,600.00	$5.00	$3,600.00
628.02	TYPE II FILM YELLOW (CHEVRONS AND GORING)	SF	553	$5.00	$2,765.00	$5.00	$2,765.00	$5.00	$2,765.00
628.03	TYPE II FILM "ONLY"	EA	4	$175.00	$700.00	$170.00	$680.00	$147.00	$588.00
628.04	TYPE II FILM FOR ARROWS	EA	8	$9.00	$72.00	$150.00	$1,200.00	$84.00	$672.00

ITEM NO.	DESCRIPTION	U O M	QTY	Rafael Construction, Inc.		Granite Construction Company		Capriati Construction Corporation	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.05	4" POLYEUREA OR EPOXY PAINT (WHITE)	LF	6,117	$1.00	$6,117.00	$1.00	$6,117.00	$0.37	$2,263.29
629.01	18" STEEL ENCASE 8-INCH DIP WATERLINE "RB" 144+32.59, 105.50' RT TO 50.50' RT	LF	55	$260.00	$14,300.00	$300.00	$16,500.00	$146.00	$8,030.00
629.02	VERTICAL ADJUST WATER VALVE COVER	EA	3	$500.00	$1,500.00	$250.00	$750.00	$496.00	$1,488.00
629.03	VERTICAL ADJUST WATER BLOW OFF	EA	1	$500.00	$500.00	$800.00	$800.00	$1,632.00	$1,632.00
630.01	8-INCH PVC SANITARY SEWER PIPE	LF	170	$32.00	$5,440.00	$140.00	$23,800.00	$71.00	$12,070.00
630.02	24-INCH PVC SANITARY SEWER PIPE	LF	312	$74.00	$23,088.00	$100.00	$31,200.00	$117.00	$36,504.00
630.03	30-INCH PVC SANITARY SEWER PIPE	LF	3,788	$100.00	$378,800.00	$190.00	$719,720.00	$135.00	$511,380.00
630.04	8-INCH C900 PVC SANITARY SEWER PIPE	LF	66	$55.00	$3,630.00	$200.00	$13,200.00	$77.00	$5,082.00
630.05	24-INCH C905 PVC SANITARY SEWER PIPE	LF	130	$150.00	$19,500.00	$150.00	$19,500.00	$135.00	$17,550.00
630.06	30-INCH C905 PVC SANITARY SEWER PIPE	LF	22	$312.00	$6,864.00	$2,000.00	$44,000.00	$233.00	$5,126.00
630.07	48-INCH SANITARY SEWER MANHOLE	EA	4	$1,500.00	$6,000.00	$3,000.00	$12,000.00	$2,798.00	$11,192.00
630.08	60-INCH SANITARY SEWER MANHOLE	EA	10	$3,100.00	$31,000.00	$6,000.00	$60,000.00	$3,497.00	$34,970.00
630.09	60INCH DEEP SANITARY SEWER MANHOLE	EA	1	$8,900.00	$8,900.00	$14,000.00	$14,000.00	$4,080.00	$4,080.00
630.1	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	1	$750.00	$750.00	$300.00	$300.00	$875.00	$875.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	446	$3.00	$1,338.00	$3.00	$1,338.00	$3.00	$1,338.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	1,307	$2.00	$2,614.00	$2.00	$2,614.00	$1.00	$1,307.00
637.01	DUST CONTROL	LS	1	$25,000.00	$25,000.00	$35,000.00	$35,000.00	$55,000.00	$55,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$5,000.00	$5,000.00	$500.00	$500.00	$50,000.00	$50,000.00
637.03	POST CONSTRUCTION DUST PALLIATIVE	LS	1	$10,500.00	$10,500.00	$10,500.00	$10,500.00	$10,000.00	$10,000.00
671.01	SUPPORT NV ENERGY FACILITIES	LS	1	$38,000.00	$38,000.00	$25,000.00	$25,000.00	$30,000.00	$30,000.00
	Total Base Bid Amount				**$9,432,785.00**		$9,729,729.00		**$9,855,441.02**
					Corrected Total				**Corrected Total**

ITEM NO.	DESCRIPTION	U O M	QTY	Rafael Construction, Inc.		Granite Construction Company		Capriati Construction Corporation	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	The Owner may exercise the following Alternate(s) in sequential order beginning at Number 1 depending on the availability of funding. These amounts are NOT INCLUDED in the Base Bid Amount.								
	ADDITIVE ALTERNATE NUMBER 1: Remove existing grass from grass lined channel along Rainbow Boulevard approximately 400 feet south of the Severance Lane alignment to the Severance Lane alignment and replacing it with riprap. Note, if this add/alt is awarded, the red decorative rock from the grass to riprap channel in the base bid will be used for the riprap in the add/alt channel if the gradation requirements of the decorative rock for flood control purposes are met								
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	2520	$8.00	$20,160.00	$22.00	$55,440.00	$12.00	$30,240.00
202.14	REMOVAL, SALVAGE AND PLACEMENT OF RED DECORATIVE ROCK	SY	1032	$12.00	$12,384.00	$12.00	$12,384.00	$12.00	$12,384.00
610.01	RIPRAP D50 = 6 INCHES	CY	380	$50.00	$19,000.00	$40.00	$15,200.00	$30.00	$11,400.00
610.02	RIPRAP D50 = 12 INCHES	CY	90	$55.00	$4,950.00	$50.00	$4,500.00	$35.00	$3,150.00
610.03	RIPRAP FILTER FABRIC	SY	3615	$1.80	$6,507.00	$8.00	$28,920.00	$4.00	$14,460.00
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3615	$5.00	$18,075.00	$6.00	$21,690.00	$6.00	$21,690.00
610.05	RED DECORATIVE RIPRAP, D50 = 6 INCHES	CY	225	$107.46	$24,178.50	$83.00	$18,675.00	$61.00	$13,725.00
	Total Additive Alternate Amount				$105,254.50		$156,809.00		$107,049.00
	Engineer's Estimate Base Bid: $15,971,386.00								
	Engineer's Estimate/Add-Alternate: $161,570.00								
	Responsive Bidder								
	Responsible Bidder								
	Comment:								

ITEM NO.	DESCRIPTION	U O M	QTY	Frehner Construction. Co. Inc.		Las Vegas Paving Corp.		Tab Contractors, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	26	$500.00	$13,000.00	$500.00	$13,000.00	$500.00	$13,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	26	$1,005.00	$26,130.00	$300.00	$7,800.00	$500.00	$13,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00
201.01	CLEARING AND GRUBBING	LS	1	$17,000.00	$17,000.00	$57,000.00	$57,000.00	$10,240.00	$10,240.00
202.01	REMOVAL OF STORM DRAIN MANHOLE	EA	1	$1,000.00	$1,000.00	$750.00	$750.00	$857.00	$857.00
202.02	REMOVAL OF SANITARY SEWER MANHOLE	EA	6	$1,000.00	$6,000.00	$1,200.00	$7,200.00	$438.00	$2,628.00
202.03	REMOVAL OF 8" SANITARY SEWER PIPE	LF	240	$1.25	$300.00	$7.00	$1,680.00	$3.00	$720.00
202.04	REMOVAL OF 10" SANITARY SEWER PIPE	LF	21	$16.50	$346.50	$55.00	$1,155.00	$52.00	$1,092.00
202.05	REMOVAL OF 24" SANITARY SEWER PIPE	LF	1,750	$11.00	$19,250.00	$27.00	$47,250.00	$10.00	$17,500.00
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	10,140	$7.50	$76,050.00	$13.00	$131,820.00	$11.00	$111,540.00
202.07	REMOVAL OF HEADWALL AND TRASH RACK	EA	1	$691.00	$691.00	$2,200.00	$2,200.00	$2,051.00	$2,051.00
202.08	REMOVAL OF CHAIN LINK FENCE	LF	2,100	$2.75	$5,775.00	$1.00	$2,100.00	$2.00	$4,200.00
202.09	REMOVAL OF 36" REINFORCED CONCRETE PIPE	LF	28	$76.00	$2,128.00	$50.00	$1,400.00	$17.00	$476.00
202.1	REMOVAL OF DUAL 48" X 76" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE	LF	50	$272.00	$13,600.00	$57.00	$2,850.00	$24.00	$1,200.00
202.11	REMOVAL OF DROP INLET	EA	3	$1,570.00	$4,710.00	$1,400.00	$4,200.00	$639.00	$1,917.00
202.12	REMOVAL OF 18" HDPE PIPE	LF	130	$74.00	$9,620.00	$67.00	$8,710.00	$17.00	$2,210.00
202.13	REMOVAL OF EXISTING BUILDING	LS	1	$642.00	$642.00	$3,000.00	$3,000.00	$2,322.00	$2,322.00
203.01	TRENCH OVER-EXCAVATION AND COMPACTED IMPORT AGGREGATE BEDDING	CY	10,000	$18.50	$185,000.00	$14.00	$140,000.00	$18.00	$180,000.00
302.01	TYPE II AGGREGATE BASE (ROADWAY BASE)	CY	7,360	$70.00	$515,200.00	$29.00	$213,440.00	$18.00	$132,480.00
402.01	5-INCH PLANTMIX BITUMINOUS SURFACE	SY	20,290	$21.31	$432,379.90	$16.00	$324,640.00	$21.00	$426,090.00
502.01	24' x 8' MONOLITHIC REINFORCED CONCRETE BOX	LF	3,945	$1,179.00	$4,651,155.00	$1,230.00	$4,852,350.00	$1,216.00	$4,797,120.00
502.02	24' x 7' CONCRETE TRAPEZOIDAL CHANNEL WITH 2:1 SIDE SLOPE	LF	1,129	$772.00	$871,588.00	$617.00	$696,593.00	$716.00	$808,364.00

ITEM NO.	DESCRIPTION	U O M	QTY	Frehner Construction. Co. Inc.		Las Vegas Paving Corp.		Tab Contractors, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
502.03	TRANSITION STRUCTURE "SD1" 10+78.92 TO "SD1" 12+17.09	LS	1	$94,765.00	$94,765.00	$137,500.00	$137,500.00	$124,150.00	$124,150.00
502.04	TRANSITION STRUCTURE "SD1" 12+17.09 TO "SD1" 14+26.86	LS	1	$151,775.00	$151,775.00	$173,000.00	$173,000.00	$160,649.00	$160,649.00
502.05	TRANSITION STRUCTURE "SD1" 25+55.18 TO "SD1" 26+55.18	LS	1	$94,720.00	$94,720.00	$94,000.00	$94,000.00	$89,702.00	$89,702.00
502.06	TRANSITION STRUCTURE "SD1" 66+00.00 TO "SD1" 66+18.72	LS	1	$37,745.00	$37,745.00	$31,500.00	$31,500.00	$30,858.00	$30,858.00
502.07	CHANNEL MAINTENANCE RAMP "SD1" 14+97.34 TO "SD1" 16+26.69	LS	1	$68,520.00	$68,520.00	$45,000.00	$45,000.00	$41,632.00	$41,632.00
502.08	CONCRETE HEADWALL	LS	1	$466.00	$466.00	$8,400.00	$8,400.00	$6,163.00	$6,163.00
502.09	CAP 8" PVC PIPE WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	1	$135.00	$135.00	$350.00	$350.00	$378.00	$378.00
502.1	CAP 18" RCP WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	22	$250.00	$5,500.00	$1,700.00	$37,400.00	$592.00	$13,024.00
502.11	MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	3	$482.00	$1,446.00	$1,600.00	$4,800.00	$1,021.00	$3,063.00
603.01	18-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	382	$98.00	$37,436.00	$122.00	$46,604.00	$101.00	$38,582.00
603.02	24-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	140	$93.00	$13,020.00	$150.00	$21,000.00	$107.00	$14,980.00
603.03	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	1,857	$82.00	$152,274.00	$135.00	$250,695.00	$155.00	$287,835.00
603.04	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	135	$144.00	$19,440.00	$169.00	$22,815.00	$177.00	$23,895.00
603.05	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	443	$156.00	$69,108.00	$210.00	$93,030.00	$227.00	$100,561.00
603.06	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	257	$98.00	$25,186.00	$103.00	$26,471.00	$127.00	$32,639.00
603.07	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	209	$118.00	$24,662.00	$157.00	$32,813.00	$158.00	$33,022.00
603.08	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	124	$150.00	$18,600.00	$203.00	$25,172.00	$190.00	$23,560.00
603.09	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$6,360.00	$12,720.00	$4,900.00	$9,800.00	$5,020.00	$10,040.00
603.1	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$10,245.00	$20,490.00	$9,100.00	$18,200.00	$9,706.00	$19,412.00
603.11	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$14,600.00	$14,600.00	$13,700.00	$13,700.00	$14,132.00	$14,132.00
603.12	36" REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$14,660.00	$14,660.00	$13,500.00	$13,500.00	$14,132.00	$14,132.00
609.01	REINFORCED CONCRETE BOX MANHOLE RISER	EA	9	$1,540.00	$13,860.00	$1,500.00	$13,500.00	$1,093.00	$9,837.00
609.02	MODIFIED NDOT TYPE 4 STORM DRAIN MANHOLE	EA	16	$7,300.00	$116,800.00	$9,000.00	$144,000.00	$7,952.00	$127,232.00
609.03	PRE-CAST STORM DRAIN MANHOLE TEE	EA	1	$5,200.00	$5,200.00	$10,500.00	$10,500.00	$3,876.00	$3,876.00
609.04	3-FOOT PC1 DROP INLET	EA	1	$5,868.00	$5,868.00	$6,500.00	$6,500.00	$5,787.00	$5,787.00
609.05	7.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	3	$7,905.00	$23,715.00	$8,200.00	$24,600.00	$7,453.00	$22,359.00

ITEM NO.	DESCRIPTION	U O M	QTY	Frehner Construction. Co. Inc.		Las Vegas Paving Corp.		Tab Contractors, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
609.06	12.5-FOOT TYPE "DM2" DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$11,225.00	$22,450.00	$11,500.00	$23,000.00	$11,137.00	$22,274.00
609.07	15-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$13,910.00	$27,820.00	$14,000.00	$28,000.00	$13,927.00	$27,854.00
609.08	22.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$15,550.00	$31,100.00	$16,500.00	$33,000.00	$15,013.00	$30,026.00
609.09	MODIFIED NDOT TYPE 8 DROP INLET	EA	5	$7,056.00	$35,280.00	$8,000.00	$40,000.00	$7,005.00	$35,025.00
609.1	MODIFIED NDOT TYPE 2B DROP INLET WITH CONCRETE APRON	EA	22	$3,540.00	$77,880.00	$4,350.00	$95,700.00	$3,607.00	$79,354.00
609.11	MODIFY EXISTING DROP INLET WITH NDOT TYPE 2B GRATE AND CONCRETE APRON	EA	1	$3,630.00	$3,630.00	$4,300.00	$4,300.00	$3,282.00	$3,282.00
609.12	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	1	$1,365.00	$1,365.00	$650.00	$650.00	$302.00	$302.00
610.01	RIPRAP D50 = 6 INCHES	CY	390	$10.00	$3,900.00	$40.00	$15,600.00	$59.00	$23,010.00
610.02	RIPRAP D50 = 12 INCHES	CY	353	$10.00	$3,530.00	$53.00	$18,709.00	$59.00	$20,827.00
610.03	RIPRAP FILTER FABRIC	SY	3,363	$2.25	$7,566.75	$4.00	$13,452.00	$4.00	$13,452.00
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3,363	$4.50	$15,133.50	$6.00	$20,178.00	$5.00	$16,815.00
613.01	CONCRETE SIDEWALK	SF	95	$4.10	$389.50	$12.00	$1,140.00	$7.00	$665.00
613.02	CONCRETE MAINTENANCE PATH	SF	11,296	$4.25	$48,008.00	$7.00	$79,072.00	$23.00	$259,808.00
616.01	6-FOOT CHAIN LINK FENCE	LF	2,270	$13.50	$30,645.00	$12.00	$27,240.00	$14.00	$31,780.00
616.02	4-FOOT POST AND CABLE RAILING	LF	886	$24.00	$21,264.00	$18.00	$15,948.00	$24.00	$21,264.00
616.03	10'-8" OPENING DOUBLE SWING CHAIN LINK GATE (12' OUTSIDE TO OUTSIDE DIMENSION)	EA	4	$1,015.00	$4,060.00	$1,050.00	$4,200.00	$1,027.00	$4,108.00
616.04	5' OPENING SINGLE SWING CHAIN LINK GATE (6'-4" OUTSIDE TO OUTSIDE DIMENSION)	EA	6	$500.00	$3,000.00	$765.00	$4,590.00	$514.00	$3,084.00
622.01	CONSTRUCTION SURVEYING	LS	1	$41,300.00	$41,300.00	$26,000.00	$26,000.00	$40,985.00	$40,985.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$35,000.00	$35,000.00	$96,500.00	$96,500.00	$64,657.00	$64,657.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	500	$70.00	$35,000.00	$40.00	$20,000.00	$51.00	$25,500.00
625.02	ARROW DISPLAY	DAY	180	$34.50	$6,210.00	$25.00	$4,500.00	$33.00	$5,940.00
627.01	RELOCATE PERMANENT SIGN	EA	8	$148.00	$1,184.00	$50.00	$400.00	$149.00	$1,192.00
628.01	TYPE II FILM WHITE (CROSSWALKS AND STOP BARS)	SF	720	$4.05	$2,916.00	$4.00	$2,880.00	$4.00	$2,880.00
628.02	TYPE II FILM YELLOW (CHEVRONS AND GORING)	SF	553	$4.05	$2,239.65	$5.00	$2,765.00	$4.00	$2,212.00
628.03	TYPE II FILM "ONLY"	EA	4	$142.00	$568.00	$125.00	$500.00	$144.00	$576.00
628.04	TYPE II FILM FOR ARROWS	EA	8	$81.10	$648.80	$125.00	$1,000.00	$82.00	$656.00

ITEM NO.	DESCRIPTION	U O M	QTY	Frehner Construction. Co. Inc.		Las Vegas Paving Corp.		Tab Contractors, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.05	4" POLYEUREA OR EPOXY PAINT (WHITE)	LF	6,117	$0.36	$2,202.12	$2.00	$12,234.00	$1.00	$6,117.00
629.01	18" STEEL ENCASE 8-INCH DIP WATERLINE "RB" 144+32.59, 105.50' RT TO 50.50' RT	LF	55	$166.00	$9,130.00	$258.00	$14,190.00	$136.00	$7,480.00
629.02	VERTICAL ADJUST WATER VALVE COVER	EA	3	$1,020.00	$3,060.00	$500.00	$1,500.00	$203.00	$609.00
629.03	VERTICAL ADJUST WATER BLOW OFF	EA	1	$5,840.00	$5,840.00	$1,500.00	$1,500.00	$172.00	$172.00
630.01	8-INCH PVC SANITARY SEWER PIPE	LF	170	$85.00	$14,450.00	$265.00	$45,050.00	$154.00	$26,180.00
630.02	24-INCH PVC SANITARY SEWER PIPE	LF	312	$72.00	$22,464.00	$189.00	$58,968.00	$132.00	$41,184.00
630.03	30-INCH PVC SANITARY SEWER PIPE	LF	3,788	$114.00	$431,832.00	$245.00	$928,060.00	$182.00	$689,416.00
630.04	8-INCH C900 PVC SANITARY SEWER PIPE	LF	66	$84.00	$5,544.00	$195.00	$12,870.00	$58.00	$3,828.00
630.05	24-INCH C905 PVC SANITARY SEWER PIPE	LF	130	$140.00	$18,200.00	$282.00	$36,660.00	$147.00	$19,110.00
630.06	30-INCH C905 PVC SANITARY SEWER PIPE	LF	22	$125.00	$2,750.00	$568.00	$12,496.00	$165.00	$3,630.00
630.07	48-INCH SANITARY SEWER MANHOLE	EA	4	$12,400.00	$49,600.00	$3,000.00	$12,000.00	$3,370.00	$13,480.00
630.08	60-INCH SANITARY SEWER MANHOLE	EA	10	$29,000.00	$290,000.00	$4,800.00	$48,000.00	$4,547.00	$45,470.00
630.09	60INCH DEEP SANITARY SEWER MANHOLE	EA	1	$4,800.00	$4,800.00	$12,000.00	$12,000.00	$10,429.00	$10,429.00
630.1	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	1	$1,000.00	$1,000.00	$650.00	$650.00	$302.00	$302.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	446	$4.00	$1,784.00	$2.00	$892.00	$4.00	$1,784.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	1,307	$3.00	$3,921.00	$2.00	$2,614.00	$2.00	$2,614.00
637.01	DUST CONTROL	LS	1	$46,000.00	$46,000.00	$47,000.00	$47,000.00	$267,934.00	$267,934.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$4,250.00	$4,250.00	$1,000.00	$1,000.00	$8,166.00	$8,166.00
637.03	POST CONSTRUCTION DUST PALLIATIVE	LS	1	$13,350.00	$13,350.00	$9,500.00	$9,500.00	$15,202.00	$15,202.00
671.01	SUPPORT NV ENERGY FACILITIES	LS	1	$74,900.00	$74,900.00	$3,000.00	$3,000.00	$44,254.00	$44,254.00
	Total Base Bid Amount				$10,119,511.72		$10,421,566.00		$10,483,466.00

ITEM NO.	DESCRIPTION	U O M	QTY	Frehner Construction. Co. Inc.		Las Vegas Paving Corp.		Tab Contractors, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	The Owner may exercise the following Alternate(s) in sequential order beginning at Number 1 depending on the availability of funding. These amounts are NOT INCLUDED in the Base Bid Amount.								
	ADDITIVE ALTERNATE NUMBER 1: Remove existing grass from grass lined channel along Rainbow Boulevard approximately 400 feet south of the Severance Lane alignment to the Severance Lane alignment and replacing it with riprap. Note, if this add/alt is awarded, the red decorative rock from the grass to riprap channel in the base bid will be used for the riprap in the add/alt channel if the gradation requirements of the decorative rock for flood control purposes are met								
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	2520	$6.70	$16,884.00	$15.00	$37,800.00	$19.00	$47,880.00
202.14	REMOVAL, SALVAGE AND PLACEMENT OF RED DECORATIVE ROCK	SY	1032	$9.00	$9,288.00	$25.00	$25,800.00	$19.00	$19,608.00
610.01	RIPRAP D50 = 6 INCHES	CY	380	$9.10	$3,458.00	$40.00	$15,200.00	$59.00	$22,420.00
610.02	RIPRAP D50 = 12 INCHES	CY	90	$9.00	$810.00	$55.00	$4,950.00	$57.00	$5,130.00
610.03	RIPRAP FILTER FABRIC	SY	3615	$2.15	$7,772.25	$5.00	$18,075.00	$4.00	$14,460.00
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3615	$4.50	$16,267.50	$6.00	$21,690.00	$6.00	$21,690.00
610.05	RED DECORATIVE RIPRAP, D50 = 6 INCHES	CY	225	$10.00	$2,250.00	$55.00	$12,375.00	$97.00	$21,825.00
	Total Additive Alternate Amount				$56,729.75		$135,890.00		$153,013.00
	Engineer's Estimate Base Bid: $15,971,386.00								
	Engineer's Estimate/Add-Alternate: $161,570.00								
	Responsive Bidder								
	Responsible Bidder								
	Comment:								

ITEM NO.	DESCRIPTION	U O M	QTY	El Camino Construction Co., Inc.		Legacy Construction and Development Inc.		Layne Christensen Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	26	$500.00	$13,000.00	$500.00	$13,000.00	$500.00	$13,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	26	$800.00	$20,800.00	$1,000.00	$26,000.00	$1,450.00	$37,700.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00	$758,070.00
201.01	CLEARING AND GRUBBING	LS	1	$50,000.00	$50,000.00	$60,000.00	$60,000.00	$21,000.00	$21,000.00
202.01	REMOVAL OF STORM DRAIN MANHOLE	EA	1	$2,500.00	$2,500.00	$1,020.00	$1,020.00	$800.00	$800.00
202.02	REMOVAL OF SANITARY SEWER MANHOLE	EA	6	$2,500.00	$15,000.00	$1,035.00	$6,210.00	$1,800.00	$10,800.00
202.03	REMOVAL OF 8" SANITARY SEWER PIPE	LF	240	$35.00	$8,400.00	$20.40	$4,896.00	$7.00	$1,680.00
202.04	REMOVAL OF 10" SANITARY SEWER PIPE	LF	21	$40.00	$840.00	$31.00	$651.00	$7.00	$147.00
202.05	REMOVAL OF 24" SANITARY SEWER PIPE	LF	1,750	$40.00	$70,000.00	$22.00	$38,500.00	$12.00	$21,000.00
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	10,140	$5.00	$50,700.00	$16.50	$167,310.00	$28.00	$283,920.00
202.07	REMOVAL OF HEADWALL AND TRASH RACK	EA	1	$10,000.00	$10,000.00	$1,000.00	$1,000.00	$6,500.00	$6,500.00
202.08	REMOVAL OF CHAIN LINK FENCE	LF	2,100	$2.00	$4,200.00	$1.15	$2,415.00	$1.00	$2,100.00
202.09	REMOVAL OF 36" REINFORCED CONCRETE PIPE	LF	28	$100.00	$2,800.00	$35.00	$980.00	$30.00	$840.00
202.1	REMOVAL OF DUAL 48" X 76" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE	LF	50	$100.00	$5,000.00	$58.00	$2,900.00	$120.00	$6,000.00
202.11	REMOVAL OF DROP INLET	EA	3	$2,000.00	$6,000.00	$358.00	$1,074.00	$800.00	$2,400.00
202.12	REMOVAL OF 18" HDPE PIPE	LF	130	$25.00	$3,250.00	$21.00	$2,730.00	$15.00	$1,950.00
202.13	REMOVAL OF EXISTING BUILDING	LS	1	$10,000.00	$10,000.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00
203.01	TRENCH OVER-EXCAVATION AND COMPACTED IMPORT AGGREGATE BEDDING	CY	10,000	$20.00	$200,000.00	$27.00	$270,000.00	$44.20	$442,000.00
302.01	TYPE II AGGREGATE BASE (ROADWAY BASE)	CY	7,360	$22.00	$161,920.00	$27.25	$200,560.00	$25.00	$184,000.00
402.01	5-INCH PLANTMIX BITUMINOUS SURFACE	SY	20,290	$18.00	$365,220.00	$18.60	$377,394.00	$25.00	$507,250.00
502.01	24' x 8' MONOLITHIC REINFORCED CONCRETE BOX	LF	3,945	$1,480.00	$5,838,600.00	$1,420.00	$5,601,900.00	$1,600.00	$6,312,000.00
502.02	24' x 7' CONCRETE TRAPEZOIDAL CHANNEL WITH 2:1 SIDE SLOPE	LF	1,129	$700.00	$790,300.00	$610.00	$688,690.00	$550.00	$620,950.00

ITEM NO.	DESCRIPTION	U O M	QTY	El Camino Construction Co., Inc.		Legacy Construction and Development Inc.		Layne Christensen Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
502.03	TRANSITION STRUCTURE "SD1" 10+78.92 TO "SD1" 12+17.09	LS	1	$160,000.00	$160,000.00	$120,000.00	$120,000.00	$120,000.00	$120,000.00
502.04	TRANSITION STRUCTURE "SD1" 12+17.09 TO "SD1" 14+26.86	LS	1	$220,000.00	$220,000.00	$140,000.00	$140,000.00	$195,000.00	$195,000.00
502.05	TRANSITION STRUCTURE "SD1" 25+55.18 TO "SD1" 26+55.18	LS	1	$130,000.00	$130,000.00	$96,000.00	$96,000.00	$96,000.00	$96,000.00
502.06	TRANSITION STRUCTURE "SD1" 66+00.00 TO "SD1" 66+18.72	LS	1	$45,000.00	$45,000.00	$31,000.00	$31,000.00	$42,000.00	$42,000.00
502.07	CHANNEL MAINTENANCE RAMP "SD1" 14+97.34 TO "SD1" 16+26.69	LS	1	$60,000.00	$60,000.00	$50,000.00	$50,000.00	$65,000.00	$65,000.00
502.08	CONCRETE HEADWALL	LS	1	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$9,000.00	$9,000.00
502.09	CAP 8" PVC PIPE WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	1	$3,000.00	$3,000.00	$600.00	$600.00	$475.00	$475.00
502.1	CAP 18" RCP WITH BRICK AND MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	22	$1,000.00	$22,000.00	$600.00	$13,200.00	$475.00	$10,450.00
502.11	MORTAR PLUG OR PRE-CAST CONCRETE PLUG	EA	3	$1,400.00	$4,200.00	$3,700.00	$11,100.00	$1,200.00	$3,600.00
603.01	18-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	382	$120.00	$45,840.00	$145.00	$55,390.00	$200.00	$76,400.00
603.02	24-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	140	$128.00	$17,920.00	$99.00	$13,860.00	$210.00	$29,400.00
603.03	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	1,857	$130.00	$241,410.00	$135.00	$250,695.00	$230.00	$427,110.00
603.04	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	135	$160.00	$21,600.00	$159.00	$21,465.00	$250.00	$33,750.00
603.05	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	443	$180.00	$79,740.00	$240.00	$106,320.00	$300.00	$132,900.00
603.06	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	257	$125.00	$32,125.00	$122.00	$31,354.00	$200.00	$51,400.00
603.07	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	209	$165.00	$34,485.00	$150.00	$31,350.00	$275.00	$57,475.00
603.08	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	124	$185.00	$22,940.00	$200.00	$24,800.00	$250.00	$31,000.00
603.09	14" x 23" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$3,000.00	$6,000.00	$4,650.00	$9,300.00	$5,500.00	$11,000.00
603.1	24" x 38" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	2	$3,000.00	$6,000.00	$8,770.00	$17,540.00	$9,000.00	$18,000.00
603.11	29" x 45" HORIZONTALLY ELLIPTICAL REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$4,000.00	$4,000.00	$13,500.00	$13,500.00	$13,000.00	$13,000.00
603.12	36" REINFORCED CONCRETE PIPE CHECK VALVE	EA	1	$4,500.00	$4,500.00	$13,300.00	$13,300.00	$14,000.00	$14,000.00
609.01	REINFORCED CONCRETE BOX MANHOLE RISER	EA	9	$1,000.00	$9,000.00	$890.00	$8,010.00	$2,800.00	$25,200.00
609.02	MODIFIED NDOT TYPE 4 STORM DRAIN MANHOLE	EA	16	$9,000.00	$144,000.00	$8,300.00	$132,800.00	$10,000.00	$160,000.00
609.03	PRE-CAST STORM DRAIN MANHOLE TEE	EA	1	$6,000.00	$6,000.00	$5,500.00	$5,500.00	$5,000.00	$5,000.00
609.04	3-FOOT PC1 DROP INLET	EA	1	$8,000.00	$8,000.00	$6,700.00	$6,700.00	$8,000.00	$8,000.00
609.05	7.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	3	$10,000.00	$30,000.00	$11,500.00	$34,500.00	$10,000.00	$30,000.00

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				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
609.06	12.5-FOOT TYPE "DM2" DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$13,000.00	$26,000.00	$18,200.00	$36,400.00	$12,500.00	$25,000.00
609.07	15-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$16,000.00	$32,000.00	$23,000.00	$46,000.00	$15,500.00	$31,000.00
609.08	22.5-FOOT TYPE DM2 DROP INLET WITH 2.5-FOOT SWEEPER	EA	2	$17,500.00	$35,000.00	$24,000.00	$48,000.00	$17,000.00	$34,000.00
609.09	MODIFIED NDOT TYPE 8 DROP INLET	EA	5	$9,000.00	$45,000.00	$6,250.00	$31,250.00	$10,000.00	$50,000.00
609.1	MODIFIED NDOT TYPE 2B DROP INLET WITH CONCRETE APRON	EA	22	$5,500.00	$121,000.00	$3,100.00	$68,200.00	$7,000.00	$154,000.00
609.11	MODIFY EXISTING DROP INLET WITH NDOT TYPE 2B GRATE AND CONCRETE APRON	EA	1	$7,000.00	$7,000.00	$1,950.00	$1,950.00	$7,000.00	$7,000.00
609.12	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	1	$1,200.00	$1,200.00	$700.00	$700.00	$2,800.00	$2,800.00
610.01	RIPRAP D50 = 6 INCHES	CY	390	$40.00	$15,600.00	$36.50	$14,235.00	$50.00	$19,500.00
610.02	RIPRAP D50 = 12 INCHES	CY	353	$42.00	$14,826.00	$59.00	$20,827.00	$60.00	$21,180.00
610.03	RIPRAP FILTER FABRIC	SY	3,363	$1.00	$3,363.00	$2.35	$7,903.05	$3.00	$10,089.00
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3,363	$3.00	$10,089.00	$8.10	$27,240.30	$6.00	$20,178.00
613.01	CONCRETE SIDEWALK	SF	95	$10.00	$950.00	$6.00	$570.00	$6.00	$570.00
613.02	CONCRETE MAINTENANCE PATH	SF	11,296	$9.00	$101,664.00	$6.60	$74,553.60	$8.00	$90,368.00
616.01	6-FOOT CHAIN LINK FENCE	LF	2,270	$14.00	$31,780.00	$12.65	$28,715.50	$12.00	$27,240.00
616.02	4-FOOT POST AND CABLE RAILING	LF	886	$25.00	$22,150.00	$19.00	$16,834.00	$19.00	$16,834.00
616.03	10'-8" OPENING DOUBLE SWING CHAIN LINK GATE (12' OUTSIDE TO OUTSIDE DIMENSION)	EA	4	$1,100.00	$4,400.00	$1,100.00	$4,400.00	$1,000.00	$4,000.00
616.04	5' OPENING SINGLE SWING CHAIN LINK GATE (6'-4" OUTSIDE TO OUTSIDE DIMENSION)	EA	6	$540.00	$3,240.00	$550.00	$3,300.00	$600.00	$3,600.00
622.01	CONSTRUCTION SURVEYING	LS	1	$65,000.00	$65,000.00	$115,000.00	$115,000.00	$36,000.00	$36,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$86,000.00	$86,000.00	$77,200.00	$77,200.00	$30,788.25	$30,788.25
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	500	$45.00	$22,500.00	$52.00	$26,000.00	$75.00	$37,500.00
625.02	ARROW DISPLAY	DAY	180	$20.00	$3,600.00	$26.00	$4,680.00	$50.00	$9,000.00
627.01	RELOCATE PERMANENT SIGN	EA	8	$160.00	$1,280.00	$190.00	$1,520.00	$170.00	$1,360.00
628.01	TYPE II FILM WHITE (CROSSWALKS AND STOP BARS)	SF	720	$5.00	$3,600.00	$5.30	$3,816.00	$5.00	$3,600.00
628.02	TYPE II FILM YELLOW (CHEVRONS AND GORING)	SF	553	$5.00	$2,765.00	$5.30	$2,930.90	$5.00	$2,765.00
628.03	TYPE II FILM "ONLY"	EA	4	$150.00	$600.00	$195.00	$780.00	$175.00	$700.00
628.04	TYPE II FILM FOR ARROWS	EA	8	$90.00	$720.00	$160.00	$1,280.00	$145.00	$1,160.00

ITEM NO.	DESCRIPTION	U O M	QTY	El Camino Construction Co., Inc.		Legacy Construction and Development Inc.		Layne Christensen Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.05	4" POLYEUREA OR EPOXY PAINT (WHITE)	LF	6,117	$1.00	$6,117.00	$1.06	$6,484.02	$1.00	$6,117.00
629.01	18" STEEL ENCASE 8-INCH DIP WATERLINE "RB" 144+32.59, 105.50' RT TO 50.50' RT	LF	55	$130.00	$7,150.00	$164.00	$9,020.00	$150.00	$8,250.00
629.02	VERTICAL ADJUST WATER VALVE COVER	EA	3	$800.00	$2,400.00	$538.00	$1,614.00	$2,000.00	$6,000.00
629.03	VERTICAL ADJUST WATER BLOW OFF	EA	1	$2,000.00	$2,000.00	$1,100.00	$1,100.00	$2,000.00	$2,000.00
630.01	8-INCH PVC SANITARY SEWER PIPE	LF	170	$78.00	$13,260.00	$185.00	$31,450.00	$90.00	$15,300.00
630.02	24-INCH PVC SANITARY SEWER PIPE	LF	312	$100.00	$31,200.00	$293.00	$91,416.00	$160.00	$49,920.00
630.03	30-INCH PVC SANITARY SEWER PIPE	LF	3,788	$120.00	$454,560.00	$127.00	$481,076.00	$200.00	$757,600.00
630.04	8-INCH C900 PVC SANITARY SEWER PIPE	LF	66	$65.00	$4,290.00	$232.00	$15,312.00	$125.00	$8,250.00
630.05	24-INCH C905 PVC SANITARY SEWER PIPE	LF	130	$100.00	$13,000.00	$326.00	$42,380.00	$175.00	$22,750.00
630.06	30-INCH C905 PVC SANITARY SEWER PIPE	LF	22	$1,500.00	$33,000.00	$1,668.00	$36,696.00	$210.00	$4,620.00
630.07	48-INCH SANITARY SEWER MANHOLE	EA	4	$2,200.00	$8,800.00	$3,680.00	$14,720.00	$6,000.00	$24,000.00
630.08	60-INCH SANITARY SEWER MANHOLE	EA	10	$4,000.00	$40,000.00	$5,500.00	$55,000.00	$8,700.00	$87,000.00
630.09	60INCH DEEP SANITARY SEWER MANHOLE	EA	1	$10,000.00	$10,000.00	$11,500.00	$11,500.00	$17,000.00	$17,000.00
630.1	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	1	$1,000.00	$1,000.00	$700.00	$700.00	$2,000.00	$2,000.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	446	$3.00	$1,338.00	$2.70	$1,204.20	$2.50	$1,115.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	1,307	$2.00	$2,614.00	$1.40	$1,829.80	$1.25	$1,633.75
637.01	DUST CONTROL	LS	1	$28,000.00	$28,000.00	$250,000.00	$250,000.00	$65,000.00	$65,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$15,000.00	$15,000.00	$175,000.00	$175,000.00	$2,000.00	$2,000.00
637.03	POST CONSTRUCTION DUST PALLIATIVE	LS	1	$2,500.00	$2,500.00	$7,000.00	$7,000.00	$30,000.00	$30,000.00
671.01	SUPPORT NV ENERGY FACILITIES	LS	1	$60,000.00	$60,000.00	$30,000.00	$30,000.00	$45,000.00	$45,000.00
	Total Base Bid Amount				$11,146,916.00		$11,395,871.37		**$12,697,055.00**
									Corrected Total

ITEM NO.	DESCRIPTION	U O M	QTY	El Camino Construction Co., Inc.		Legacy Construction and Development Inc.		Layne Christensen Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	The Owner may exercise the following Alternate(s) in sequential order beginning at Number 1 depending on the availability of funding. These amounts are NOT INCLUDED in the Base Bid Amount.								
	ADDITIVE ALTERNATE NUMBER 1: Remove existing grass from grass lined channel along Rainbow Boulevard approximately 400 feet south of the Severance Lane alignment to the Severance Lane alignment and replacing it with riprap. Note, if this add/alt is awarded, the red decorative rock from the grass to riprap channel in the base bid will be used for the riprap in the add/alt channel if the gradation requirements of the decorative rock for flood control purposes are met								
202.06	REMOVAL, SALVAGE AND PLACEMENT OF RIPRAP	SY	2520	$12.00	$30,240.00	$23.00	$57,960.00	$30.00	$75,600.00
202.14	REMOVAL, SALVAGE AND PLACEMENT OF RED DECORATIVE ROCK	SY	1032	$15.00	$15,480.00	$17.00	$17,544.00	$30.00	$30,960.00
610.01	RIPRAP D50 = 6 INCHES	CY	380	$42.00	$15,960.00	$57.00	$21,660.00	$50.00	$19,000.00
610.02	RIPRAP D50 = 12 INCHES	CY	90	$45.00	$4,050.00	$71.00	$6,390.00	$60.00	$5,400.00
610.03	RIPRAP FILTER FABRIC	SY	3615	$2.00	$7,230.00	$2.35	$8,495.25	$3.00	$10,845.00
610.04	RIPRAP TYPE II AGGREGATE BASE	SY	3615	$4.00	$14,460.00	$8.10	$29,281.50	$6.00	$21,690.00
610.05	RED DECORATIVE RIPRAP, D50 = 6 INCHES	CY	225	$65.00	$14,625.00	$66.00	$14,850.00	$50.00	$11,250.00
	Total Additive Alternate Amount				$102,045.00		$156,180.75		$174,745.00
	Engineer's Estimate Base Bid: $15,971,386.00								
	Engineer's Estimate/Add-Alternate: $161,570.00								
	Responsive Bidder								
	Responsible Bidder								
	Comment:								

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of award of Modification No. 4 to Contract No. 050051-DK, Software, Support, Training and Professional Services - Department of Human Resources - Award recommended to: AON ESOLUTIONS, INC. ($20,625 - Employee Benefit and Liability Insurance and Property Damage Internal Service Funds)

Fiscal Impact

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

Amount: $20,625
Funding Source: Employee Benefit and Liability Insurance and Property Damage ISF's
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
On December 15, 2004 City Council approved Contract No. 050051-DK to Valley Oak Systems, now AON eSOLUTIONS, Inc. to provide a comprehensive workers' compensation and liability claims management system to the Division of Insurance Services. Modification No. 4 will provide for new system functionality to meet new Federal reporting requirements. City Council approval is required as this modification will exceed the Purchasing Manager's authority per Resolution R-48-2006. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Kari Bryant - (925) 242-6110

RECOMMENDATION:
That City Council approve Modification No. 4 to Contract No. 050051-DK, Software, Support, Training and Professional Services to AON eSOLUTIONS, Inc. in the amount of $20,625 for a total Contract amount of $358,126. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Certificate - Disclosure of Ownership/Principals
2. Modification No. 4 to Contract No. 050051-DK
3. Agenda Memo

ATTACHMENT 1

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"*Principal"* means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity**
Name: Aon eSolutions, Inc.
Address: Bishop Ranch 8 5000 Executive Parkway, Suite 340 San Ramon, CA 94583
Telephone: (925) 242-4600
EIN or DUNS: 68-0331363

Block 2 **Description**
Subject Matter of Contract/Agreement Software, Professional Services, and Support & Maintenance
Contract No. 050051

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.	Kathleen M. Burns / CEO	200 East Randolph Chicago, IL 60601	312-381-3092
2.	Stephen Rhee / COO	200 East Randolph Chicago, IL 60601	312-381-4718
3.	Douglas Wilson / Global Director Administration & Operations	531 Roselane Street, NW Suite 800 Marietta, GA 30060	678-784-4636
4.	Paul Holden / CIO	531 Roselane Street, NW Suite 800 Marietta, GA 30060	678-784-4603
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Douglas Wilson, Global Director Administration & Operations

August 31, 2009
Date

Subscribed and sworn to before me this 31st day of August, ~~2007~~ 2009

Holly Crowe
Notary Public

HOLLY CROWE NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 19, 2012

Modification No. 4
Software Support, Training and Professional Services

THIS MODIFICATION NO. 4 is being entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and AON eSOLUTIONS, INC. (hereinafter the "Company") having its principal office at Bishop Ranch 8, 5000 Executive Parkway, Suite 340 San Ramon, California, 94583.

The Contract between the City and the Company, dated December 15, 2004, with Modification No. 1 dated August 19, 2005, Modification No. 2 dated November 30, 2006, and Modification No. 3 dated June 26, 2009, is hereby modified as follows:

1. **Paragraph B-3 Prices/Costs - 9.** Add Maintenance for IVOS CMS Module license at $3,375.

Delete: Annual Fee $23,738

Replace with: Annual Fee $27,113.

2. **Paragraph B-3.1 Prices/Costs.** Modify paragraph to add the CMS MMSEA Module.

INSERT: CMS MMSEA Module Not-To-Exceed Amount $15,000

3. **Paragraph B-3.12**. Add paragraph 12 to list Total Contract Value.

ADD:

12. Total Contract Value: The total contract value is increased by $18,375 from $337,501 to $355,876.

4. **C-2 Licensed Software.** Add IVOS CMAS Module.

The Company shall provide Licensed Software that meets the functionality and specifications set forth within Attachment 7 "CMS MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting Liability Insurance (Including Self-Insurance), Workers' Compensation User Guide" under the terms and conditions of this Contract.

5. **C-4 Application Hosting Services Provided.** Add CMS Module to list.

ADD TO LIST:

- IVOS CMS Module

6. **C-7 Maintenance and Support Services.** Paragraph (a). Add IVOS CMS Module to list. Add Paragraph (h).

ADD TO (a) LIST:

- **IVOS CMS Module**

ADD PARAGRAPH (h):

(h) The Company will provide the CMS MMSEA Module as set forth in Attachment 7 "CMS MMSEA 111 Medicare Secondary Payer Mandatory Reporting".

7. **E-6 Indemnification** [CAO-6/5/02] **R.** Add section (e).

(e) CMS Module Right of Indemnification. The parties hereto acknowledge that the Federal Government has imposed certain reporting requirements on Licensee in connection with the payment of worker compensation or other liability claims resulting from injuries to its employees and/or members of the public. In fulfillment of that

obligation, Licensee has purchased the CMS Module from Licensor for the purpose of meeting the reporting requirements of the Federal Government. Notwithstanding the indemnification obligation of Licensor set forth above in Section E-6, Licensee agrees to waive its right of indemnification from Licensor for the regulatory fines or penalties imposed against Licensee by the Federal Government resulting from the CMS Module failing to properly report Licensee's payment of worker compensation or other liability claims of injuries suffered by Licensee's employees and/or members of the public, unless such failure is the result of the willful or gross negligent act or omission on the part of Licensor. The waiver granted herein goes into effect only after Licensor has incurred an aggregate liability of $10,000 for each year that this Contract is in effect; for any such regulatory fines or penalties; such that Licensor's total aggregate liability per year for such fines or penalties will never exceed $10,000.

8. Section F – List of Attachments/Exhibits. Add Attachment 7.

ADD:

Identifier	Title/Text Reference	Date	Pages
Attachment 7	CMS MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting Updated Version as found on http.//cms.hhs.gov/mandatoryinsrep	Version 2.0 July 31, 2009 or latest version	223

9. General. In the event of any conflict between the Contract, as unmodified and this modification, the provisions of Modification No. 4 take precedence. All other contract terms and conditions remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 4 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

ATTEST:

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 10/21/09
Deputy City Attorney Date

AON eSOLUTIONS, INC.

DOUG WILSON, Global Director of
Operations and Administration

"Company"

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 16, 2009
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: 050051-DK (CW), SOFTWARE, SUPPORT, TRAINING AND PROFESSIONAL SERVICES - MODIFICATION NO. 4

Original Contract No. 050051-DK
Council Approval 12/15/2004
Item No. 25
This contract provided software, support, training, and professional services for a comprehensive workers' compensation and liability claims management system for the Division of Insurance Services in the amount of $305,000.

Modification No. 1
P&C Manager Approval 08/19/2005
This modification increased Project Management/Implementation Support for $24,938.

Modification No. 2
P&C Manager Approval 11/30/2006
This modification added AP Interface Enhancement for $900.

Modification No. 3
P&C Manager Approval 06/26/2009
This modification added $600 to AP Interface Enhancement, $2,500 to add PERI GL Interface License Fee and $3,000 for Project Management/Implementation Support for a total modification of $6,663.

Assignment, Acceptance of Assignment and Consent to Assignment
P&C Manager Approval 07/09/2009
Documentation of name change from Valley Oak Systems, Inc. to AON eSOLUTIONS, INC.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of Modification No. 1 to Bid No. 09.1730.11-DC, Rampart Trail Phase I, Rampart Trail Phase II, Angel Park Trailhead located along Rampart Boulevard from Westcliff Drive to Summerlin Parkway and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: DIAMOND CONSTRUCTION COMPANY, INC. ($400,000 - Parks and Leisure Activities Capital Projects Fund) - Wards 2 and 4 (Wolfson and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $400,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On November 19, 2008 City Council approved Agenda item #24 for the construction of approximately 13,600 linear feet of a multi-use trail, a trail head and pedestrian bridge. This modification includes: additional riprap along the channel to reinforce the natural drainage and protect the new bridge structure; funds for utility conflicts and utility service extensions; retaining wall and drainage installation and other related work.

PCC: D. Collins
POC: B. Lafuze - (702) 644-1016

RECOMMENDATION:
That City Council approve award of Modification No. 1 to Bid No. 09.1730.11-DC, Rampart Trail Phase I, Rampart Trail Phase II, Angel Park Trailhead to Diamond Construction Company, Inc. in the amount of $400,000 bringing the total Contract amount to $444,417. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 1 to Bid No. 09.1730.11-DC

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: October 28, 2009

BID# 09.1730.11-DC **PURCHASE ORDER #: 266400** SUPPLEMENT: MODIFICATION #1

NAME AND ADDRESS OF CONTRACTOR: **Diamond Construction**
1140 Wigwam Parkway
Henderson, Nevada 89074

CONTRACT DESCRIPTION: **Rampart Trail Phase I/II & Angel Park Trailhead - Project work generally consists of constructing approximately 13,600 linear feet of a multi-use trail and a trail head. The work consists of general civil construction including: grading; placing asphaltic concrete and portland cement concrete paving, irrigation and landscaping work; installing electrical power supply pedestals; installing pedestrian lighting; installing fences, gates, barriers and bollards; and installing general trail and trailhead facilities. Project work also consists of the construction of a 135 foot long pedestrian bridge.**

DESCRIPTION AND REASON FOR MODIFICATION: **Contract Modification is necessary to cover changes to the original scope of work including: cut-off walls and riprap slope protection to protect the proposed pedestrian bridge where it crosses an existing flood control channel. During construction it was determined that riprap was needed along the channel for 200 feet upstream of the pedestrian bridge to reinforce the natural drainage and protect the new bridge structure. Other modifications include a short-span pedestrian bridge to cross an existing drainage path; trail realignment to meet regional flood control concerns along the Angel Park detention basin; and trail realignment in areas adjacent to the Angel Park Golf Course and the proposed Queensridge development as part of coordination with those businesses. Additional work also includes: unexpected utility conflicts and utility service extensions; unexpected retaining wall and drainage installation; and unexpected landscaping, curbing, and fencing modifications.**

PRICE OF THIS MODIFICATION (WRITTEN): **Four Hundred Thousand** DOLLARS: **$400,000**

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): **zero** # DAYS: **0**

ORIGINAL COMPLETION DATE: **January 12, 2010** NEW COMPLETION DATE: **same**

PRICE OF ORIGINAL CONTRACT:	**$4,044,171.00**	
PRICE OF ALL PREVIOUS MODIFICATIONS:	$0	(#_____through _____)
PRICE OF THIS MODIFICATION:	**$400,000.00**	
PRICE OF CONTRACT (INCLUDING THIS MODIFICATION):..	**$4,444,171.00**	

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

Diamond Construction

APPROVED AS TO FORM:

BY _____ 10/29/09
Brian Lafuze DATE

John S. Ridilla
(SIGNATURE)

Project Manager

11/2/09
(DATE)

ATTEST: _____
(CITY CLERK) (DATE)

PURCHASING AND CONTRACTS MANAGER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: GREG GAMMON ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to authorize the City's Las Vegas Fire & Rescue Director to execute a grant award in the amount of $311,585 from the Nevada Department of Public Safety, Division of Emergency Management for reimbursement of homeland security funds to support the City's Metropolitan Medical Response System (MMRS) Program - All Wards

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $311,585.00
Funding Source: Homeland Security Grant Program
Dept./Division: Las Vegas Fire & Rescue/Administration

PURPOSE/BACKGROUND:
This grant award from the Nevada Department of Public Safety, Division of Emergency Management in the amount of $311,585.00 is for the city's Metropolitan Medical Response System (MMRS) Program.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant Award Documentation

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	City of Las Vegas	PROJECT NO:	97067M09
ADDRESS:	500 N Casino Center Blvd Las Vegas, NV 89101		
PROJECT TITLE:	DHS/FFY09-Metropolitan Medical Response System MMRS	FEDERAL GRANT FUNDS:	$311,585.00
		MATCHING FUNDS:	
GRANT PERIOD:	8/1/2009 7/31/2011	TOTAL:	$311,585.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System (MMRS)		$311,585.00
TOTAL		$311,585.00

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	Carolyn Levering, Emergency Manager
Name and Title of Appointing Official	Name and Title of Appointing Official
X _____ 10/5/09	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

Greg Gammon, Fire Chief

ORIGINAL

APPROVED AS TO FORM
11/05/09
James B. Lewis Date
Deputy City Attorney

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	City of Las Vegas	PROJECT NO:	97067M09
ADDRESS:	500 N Casino Center Blvd Las Vegas, NV 89101		
PROJECT TITLE:	DHS/FFY09-Metropolitan Medical Response System MMRS	FEDERAL GRANT FUNDS: MATCHING FUNDS:	$311,585.00
GRANT PERIOD:	8/1/2009 7/31/2011	TOTAL:	$311,585.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System (MMRS)		$311,585.00
TOTAL		$311,585.00

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief Name and Title of Appointing Official	Carolyn Levering, Emergency Manager Name and Title of Appointing Official
X _____ 10/5/09 Signature of Approving Official Date:	X Signature of Approving Official Date:

Form: OEM-001

Greg Gammon, Fire Chief

CONFIRMATION COPY

APPROVED AS TO FORM
11/05/09
James B. Lewis Date
Deputy City Attorney

HOMELAND SECURITY GRANT PROGRAM (HSGP)

FFY09

100% Updated 8/9/09

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

Project Title | **MMRS**

	CATEGORY	DESCRIPTION	AMOUNT	AEL REF.	MMRS	TOTAL
1	**Personnel/Payroll**				$ -	$ -
2		MMRS Coordinator position salary and benefits. Reister-Strategic Consulting	$133,368		$ 133,368.00	$ 133,368.00
3					$ -	$ -
4					$ -	$ -
5	**Planning**				$ -	$ -
6		Coordination with the NRP and regional plans.	$500		$ 500.00	$ 500.00
7					$ -	$ -
8					$ -	$ -
9	**Training**				$ -	$ -
10					$ -	$ -
11		Travel, conferences, and/or training for regional MMRS partners, key MMRS personnel, and MMRS Coordinator.	$15,000		$ 15,000.00	$ 15,000.00
12					$ -	$ -
13					$ -	$ -
14	**Exercise**				$ -	$ -
15					$ -	$ -
16					$ -	$ -
17		Conduct one and participate in at least two exercises	$5,000		$ 5,000.00	$ 5,000.00
18					$ -	$ -
19					$ -	$ -
20	**Equipment**				$ -	$ -
21					$ -	$ -
22		FirstWatch, MCI Equipment, Tamiflu	$157,717		$ 157,717.00	$ 157,717.00
23					$ -	$ -
24					$ -	$ -
		Total			$ 311,585.00	$ 311,585.00
		Workbook Total			$ 311,585.00	

STATE OF NEVADA
DPS - Division of Emergency Management (DEM)
Department of Public Safety
2009 Homeland Security Grant Program (HSGP)

Personnel/Contracts

LINE#	FUNDING SOURCE: SHSP, UASI or CCP	ENTITY	Position Control # Contract #	Personnel / Contracts	ITEM DETAIL DESCRIPTION	QTY:	UNIT COST:	TOTAL COST:
1	MRMS	CLV	CC50	P	MMRS Coordinator Position Salary and Benefits (1 person for 1 year)	1	$127,368.00	$127,368.00
2	MMRS	CLV	781	C	REISTER-Strategic communications; profile-raising campaigns; issues management; research, monitoring, intelligence analysis; contact and coalition-building; public and media relations; stakeholder engagement (1 year).	1	$6,000.00	$6,000.00
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
					Total		$133,368.00	$133,368.00

STATE OF NEVADA
DPS - Division of Emergency Management (DEM)
Department of Public Safety
2009 Homeland Security Grant Program (HSGP)

Planning

LINE#	FUNDING SOURCE: SHSP, UASI or CCP	ENTITY	ITEM DETAIL DESCRIPTION	QTY:	UNIT COST:	TOTAL COST:
1	MMRS	CLV	Coordination with the National Response Framework (NRF) and other state, regional, and local emergency plans to more accurately define the principles, roles, and structures that organize how we respond.	1	$500.00	$500.00
2						$0.00
3						$0.00
4						$0.00
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
			Total		$500.00	$500.00

STATE OF NEVADA
DPS - Division of Emergency Management (DEM)
Department of Public Safety
2009 Homeland Security Grant Program (HSGP)

Organization

LINE#	FUNDING SOURCE: SHSP, UASI or CCP	ENTITY	ITEM DETAIL DESCRIPTION	QTY:	UNIT COST:	TOTAL COST:
1						$0.00
2						$0.00
3						$0.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
10						$0.00
11						$0.00
12						$0.00
13						$0.00
14						$0.00
15						$0.00
			Total		$0.00	$0.00

STATE OF NEVADA
DPS - Division of Emergency Management (DEM)
Department of Public Safety
2009 Homeland Security Grant Program (HSGP)

Exercise

LINE#	FUNDING SOURCE: SHSP, UASI or CCP	ENTITY	ITEM DETAIL DESCRIPTION	QTY:	UNIT COST:	TOTAL COST:
1	MMRS	CLV	Plan and conduct Mass Casualty/Medical Surge exercise.	1	$3,000.00	$3,000.00
2	MMRS	CLV	Participate in local, state, or regional MMRS related exercise.	1	$1,000.00	$1,000.00
3	MMRS	CLV	Participate in local, state, or regional MMRS related exercise.	1	$1,000.00	$1,000.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
10						$0.00
11						$0.00
12						$0.00
13						$0.00
14						$0.00
15						$0.00
			Total		**$5,000.00**	**$5,000.00**

STATE OF NEVADA
DPS - Division of Emergency Management (DEM)
Department of Public Safety
2009 Homeland Security Grant Program (HSGP)

Training

LINE#	FUNDING SOURCE: SHSP, UASI or CCP	Contractor Y/N	ENTITY	ITEM DETAIL DESCRIPTION	QTY:	UNIT COST:	TOTAL COST:
1	MMRS	N	CLV	Travel costs for regional MMRS partners, key MMRS personnel, and/or MMRS Coordinator	4	$2,500.00	$10,000.00
2	MMRS	N	CLV	Conferences cost for regional MMRS partners, key MMRS personnel, and/or MMRS Coordinator	2	$1,250.00	$2,500.00
3	MMRS	N	CLV	Training cost for regional MMRS partners, key MMRS personnel, and/or MMRS Coordinator	2	$1,250.00	$2,500.00
4	MMRS						
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
				Total		$5,000.00	$15,000.00

STATE OF NEVADA
DPS - Division of Emergency Management (DEM)
Department of Public Safety
2009 Homeland Security Grant Program (HSGP)

Equipment

LINE#	FUNDING SOURCE: SHSP, UASI or CCP	ENTITY	AEL	ITEM DETAIL DESCRIPTION	QTY:	UNIT COST:	TOTAL COST:
1	MMRS	CLV	09PH-03-NEUR	Treatment courses of Tamiflu for critical UNLV public safety/health personnel	300	$19.24	$5,772.00
2	MMRS	CLV	04SW-04-NETW	FirstWatch annual maintenance fee	1	$23,097.17	$23,097.17
3	MMRS	CLV	04SW-04-NETW	FirstWatch upgrade and expansion to include Mesquite and Boulder City	1	$35,440.00	$35,440.00
4	MMRS	CLV	04SW-04-NETW	FirstWatch Priority Alerting Module (PAM).	1	$20,000.00	$20,000.00
5	MMRS	CLV	09ME-01-MCIK	MCI Equipment/kits to support medical surge triage, teatment, and transport.	1	$73,407.83	$73,407.83
6							$0.00
7							$0.00
8							$0.00
9							$0.00
10							$0.00
11							$0.00
12							$0.00
13							TRUE
14							$0.00
15							$0.00
				Total		**$151,964.24**	**$157,717.00**

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Administrative Requirements 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR Part 225, State and Local Governments, 2 CFR Part 220, Educational Institutions, 2 CFR Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

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

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

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

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

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

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

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

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

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

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

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

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

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

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people

with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

- **i.** Guidelines are available at, http://www.fema.gov/oer/reference/
- **ii.** Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov
- **iii.** Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

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

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

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

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that federal agencies tie federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, federal preparedness funding from any federal sources should examine the applicable grant guidance to determine eligibility requirements.

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

NAME: Elizabeth N. Fretwell TITLE: City Manager

SIGNATURE: _____ DATE: _____

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

APPROVED AS TO FORM
11/05/09
James B. Lewis Date
Deputy City Attorney

FEDERAL CERTIFICATIONS

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

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. The applicant certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

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

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about
   i. The dangers of drug abuse in the workplace;
   ii. The sub-grantee's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

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

NAME: Elizabeth N. Fretwell TITLE: City Manager

SIGNATURE:_____ DATE:_____

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

APPROVED AS TO FORM
11/05/09
James B. Lewis Date
Deputy City Attorney

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantee's shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from federal awards. If the sub-grantee has expended more than $500,000 in federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantee's who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of federal awards for your fiscal year end, signed by the sub-grantee's executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request to the DEM for desk review or onsite monitoring visit purposes.

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.
   a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list or is not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the federal grant program (*if applicable*).

a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:

1. The costs must be allowable under the grant program.
2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR Part 13 and 2 CFR Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
3. The costs must be reasonable, allowable, allocable, and necessary.
4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
6. The source of the match funds must be identified in the grant application.
7. Every item must be verifiable, i.e., tracked and documented.
8. Any claimed cost share expense can only be counted once.

5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.

6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

a. Sub-grantee's may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:

1. The equipment was purchased with FEMA preparedness grant funding.
2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. The final financial report must be submitted to the DEM no later than 60 days following the end of the sub-grant period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the Quarterly report.

As applicable for grant programs, reports consist of, but are not limited to:

a. Division of Emergency Management Quarterly Financial Report
b. Quarterly Progress Summary
c. Program Narrative
d. Approved Budget Detail Matrix
e. Quarterly Project Plan/Work Plan (*EMPG*).

2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case by case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Budget Detail Matrix
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*):
   a. All training funded by DHS grants must be pre-approved by the State DEM Training Officer.
   b. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   c. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.
   d. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
      i. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.
2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.
3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action which includes, but is not limited to; the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
2. Whenever possible equipment, real property, Public Service Announcement's etc. should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

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

X. CONFIDENTIALITY OF RECORDS

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

XI. ASSIGNMENT AND DELEGATION

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

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget (*OMB*) Circulars and other federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR Part 220, Cost Principles for Educational Institutions (*OMB A-21*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. TERMINATION

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

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

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

NAME: Elizabeth N. Fretwell TITLE: City Manager

SIGNATURE:_____ DATE:_____

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

ROVED AS TO FORM

Lewis Date
City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval to Appraise and Purchase or Condemn right-of-way parcels located at the intersection of Bonanza Road and Tonopah Drive for the Traffic Package 7A project located in the South Half of the South Half of Section 28 and the South Half of the South Half of Section 29, Township 20 South, Range 61 East, Mount Diablo Meridian, APNs 139-28-401-006 and 139-29-802-006 ($25,000 -Traffic Improvement Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

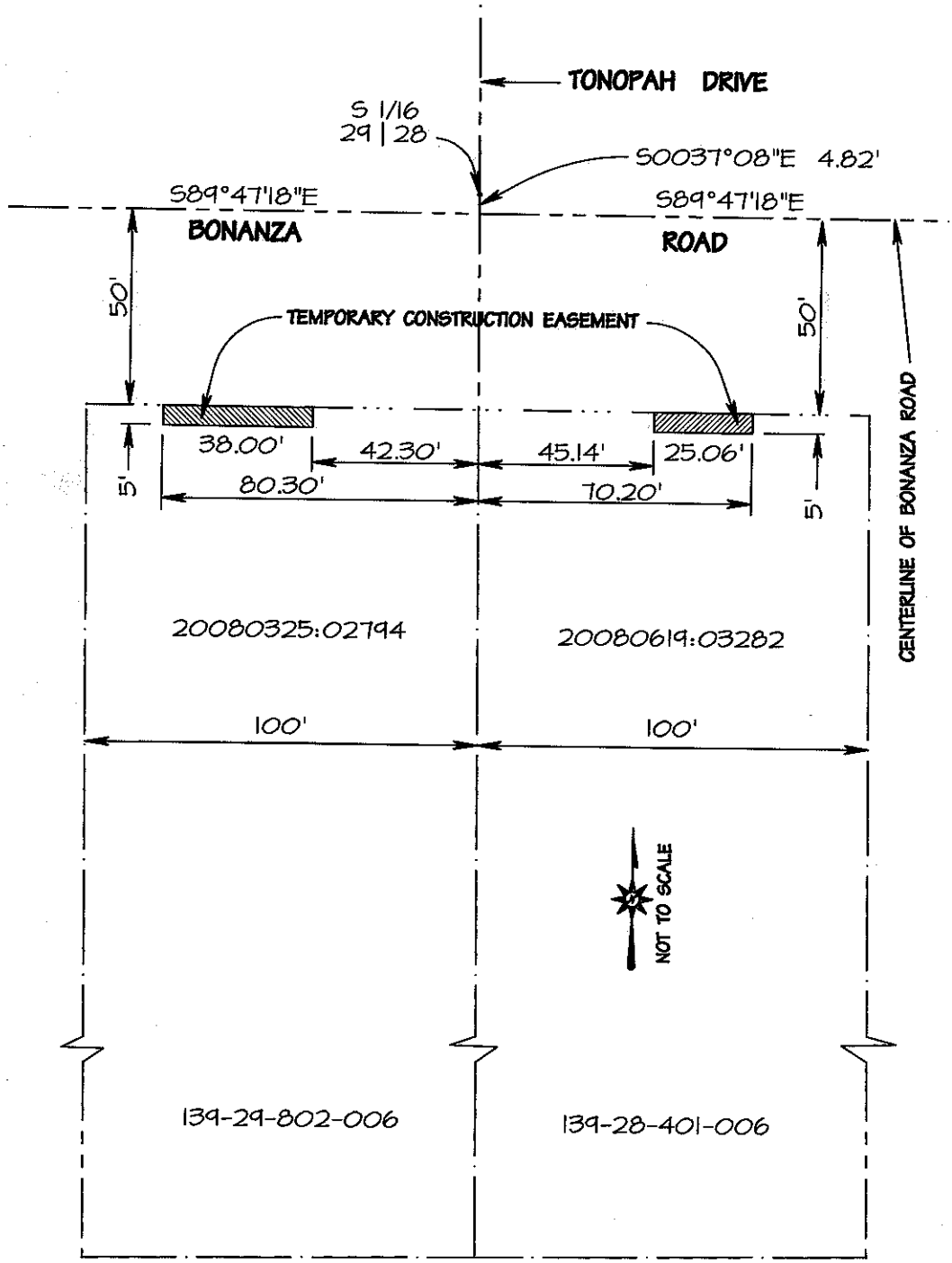
☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $25,000
Funding Source: Traffic Improvement Capital Projects Fund
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
Traffic Package 7A is part of the City's Stimulus Package (American Recovery and Reinvestment Act of 2009). Per federal acquisition guidelines, the City must purchase the necessary temporary construction easement needed for this project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map

PORTION OF THE SW 1/4 SW 1/4 SEC 28, AND PORTION OF THE SE 1/4 SE 1/4 SEC 29, T20S, R61E, M.D.M.



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Declaration of Intent to retain a Drainage Easement for the Sandhill Owens Park and Trailhead project (also known as Douglas A. Selby Park and Trailhead) for a portion of the Northeast Quarter of Section 30, Township 20 South, Range 62 East, Mount Diablo Meridian located on the east side of Sandhill Road, north of the Las Vegas Wash, APN 140-30-601-001 - Ward 3 (Reese)

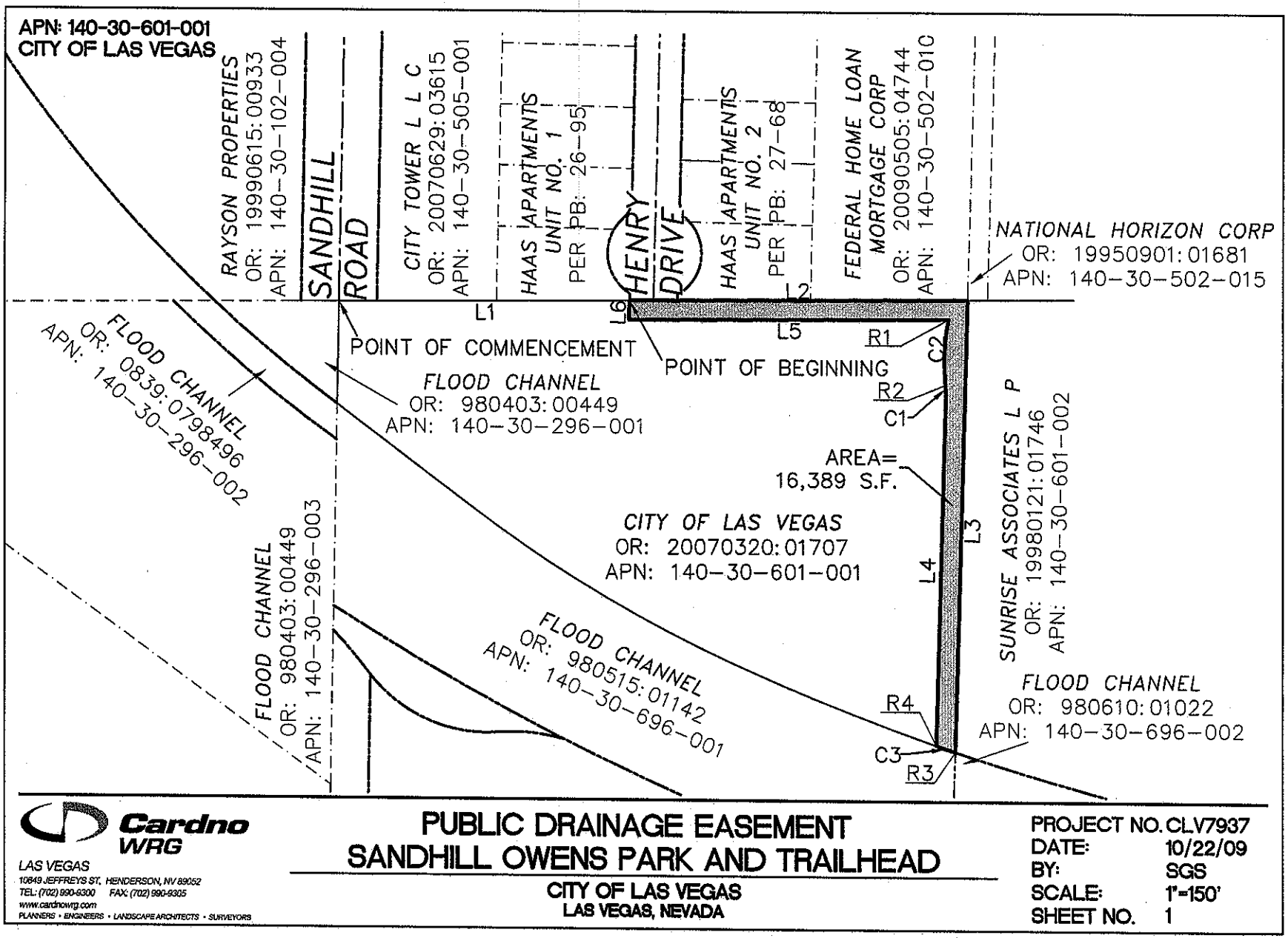
Fiscal Impact

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

PURPOSE/BACKGROUND:
This Declaration of Intent is to retain a drainage easement to give notice to future owners of the premises that the City of Las Vegas intends to retain a drainage easement upon conveyance of the premises.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map



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PUBLIC DRAINAGE EASEMENT
SANDHILL OWENS PARK AND TRAILHEAD

CITY OF LAS VEGAS
LAS VEGAS, NEVADA

PROJECT NO. CLV7937
DATE: 10/22/09
BY: SGS
SCALE: 1"=150'
SHEET NO. 1

APN: 140-30-601-001
CITY OF LAS VEGAS

COURSE TABLE

LINE	DISTANCE	DIRECTION
L1	308.01'	N89°34'50"E
L2	358.82'	N89°34'50"E
L3	477.21'	S01°30'24"W
L4	369.96'	N01°30'24"E
L5	339.22'	S89°34'50"W
L6	20.01'	N01°13'48"E

RADIAL TABLE

LINE	DIRECTION
R1	N78°22'08"W
R2	S83°30'54"W
R3	S18°31'44"W
R4	S18°58'57"W

CURVE TABLE

	RADIUS	LENGTH	DELTA	TANGENT	CHORD	BEARING
C1	80.00'	11.16'	7°59'30"	5.59'	11.15'	N02°29'21"W
C2	220.00'	69.56'	18°06'58"	35.07'	69.27'	S02°34'23"W
C3	2645.89'	20.94'	0°27'13"	10.47'	20.94'	S71°14'40"E

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PUBLIC DRAINAGE EASEMENT
SANDHILL OWENS PARK AND TRAILHEAD

CITY OF LAS VEGAS
LAS VEGAS, NEVADA

PROJECT NO. CLV7937
DATE: 10/22/09
BY: SGS
SCALE: 1"=150'
SHEET NO. 1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Dedication from the City of Las Vegas for a portion of the West Half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 1, Township 20 South, Range 59 East, Mount Diablo Meridian, for rights-of-way along Stange Avenue, APN 137-01-201-009 - Ward 4 (Anthony)

Fiscal Impact

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

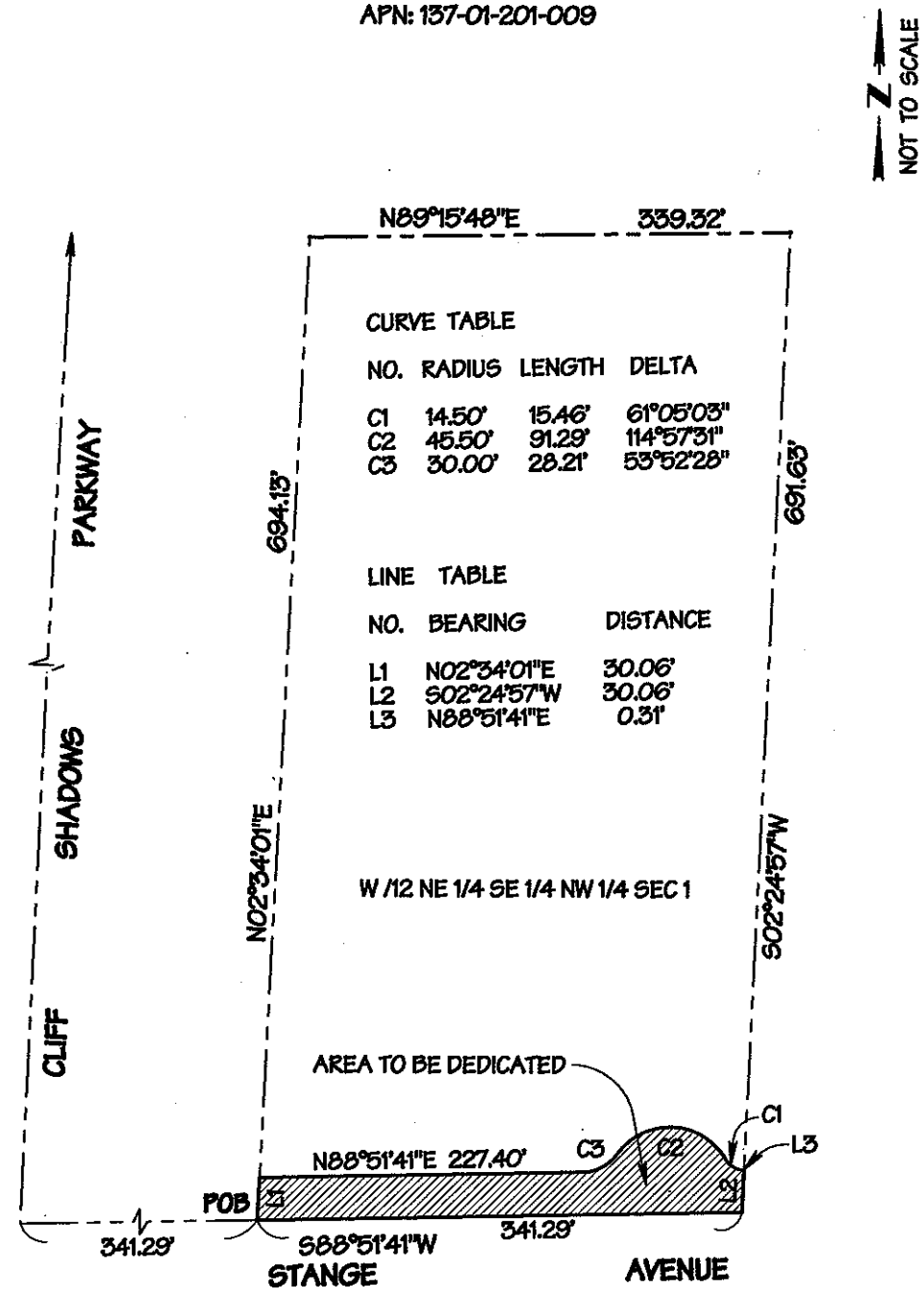
PURPOSE/BACKGROUND:
This dedication is for a portion of City owned property which will complete the right-of-way on Stange Avenue, located between Cliff Shadows Parkway and Yellow Harbor Street.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map

PORTION OF THE W 1/2, NE 1/4, SE 1/4, NW 1/4, SEC 1, T20S, R59E, M.D.M.

APN: 137-01-201-009



file = ld020817a.pro

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of a Dedication from the City of Las Vegas for a portion of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 33, Township 19 South, Range 60 East, Mount Diablo Meridian, for rights-of-way along Ann Road, Cimarron Road and 25-foot radius corner, APN 125-33-101-005 - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This dedication is for a portion of City owned property which will complete the right-of-way on Ann Road, Cimarron Road and 25-foot radius corner around Cimarron Rose Park.

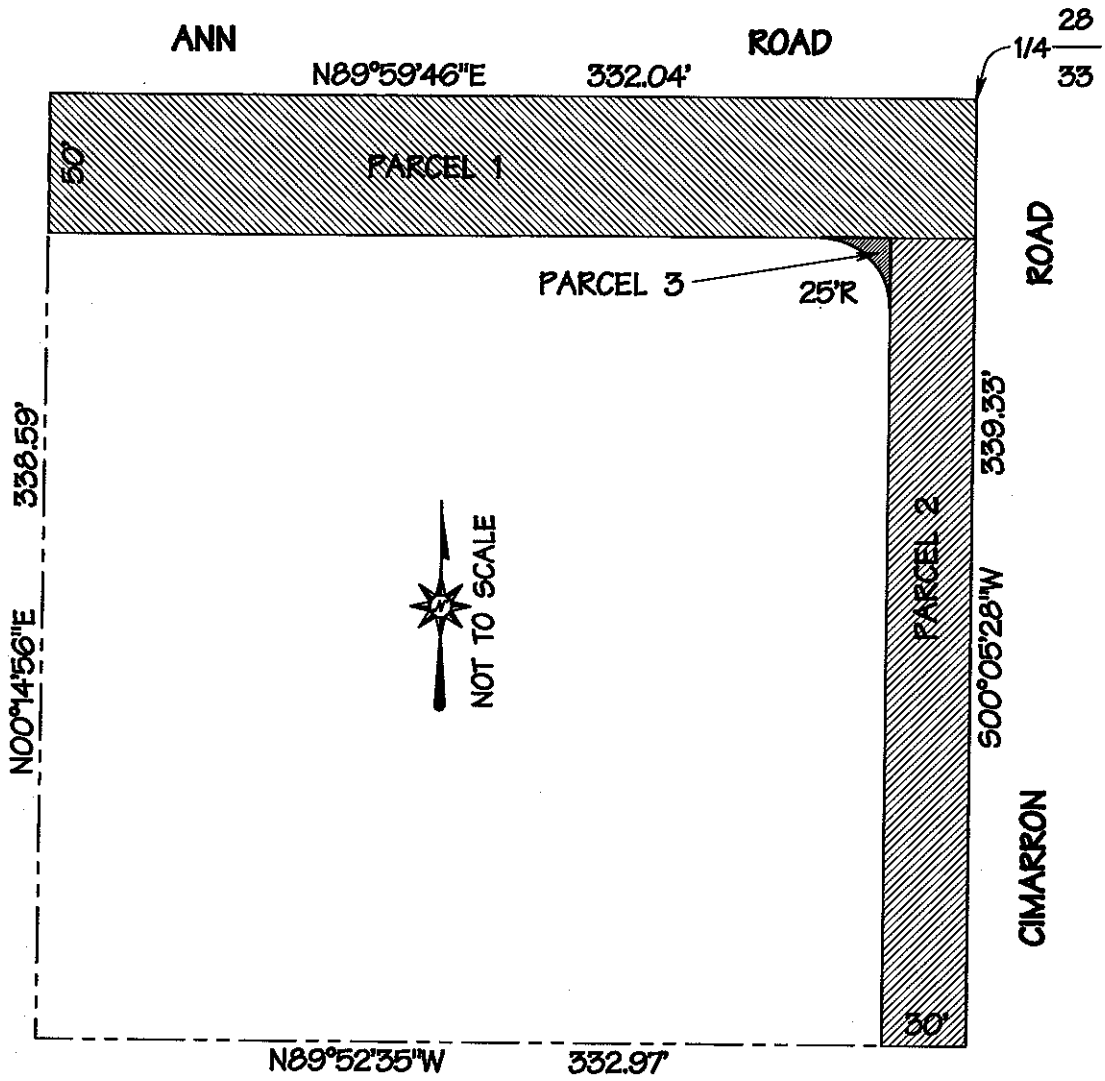
RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map

EXHIBIT "A"

PORTION OF THE NE 1/4 NE 1/4 NE 1/4 NW 1/4, SEC 33, T19S, R60E, M.D.M.,

RIGHT-OF-WAY DEDICATION



APN 125-33-101-005

AREA TO BE DEDICATED

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval to file an amendment to Right-of-Way Grant N-74262 with the Bureau of Land Management for additional road, sanitary sewer and drainage purposes being a portion of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 29, Township 19 South, Range 60 East, this grant will be for Bonita Vista Street generally located north of Tropical Parkway and east of Bright Angel Way, APN 125-29-601-021- Ward 6 (Ross)

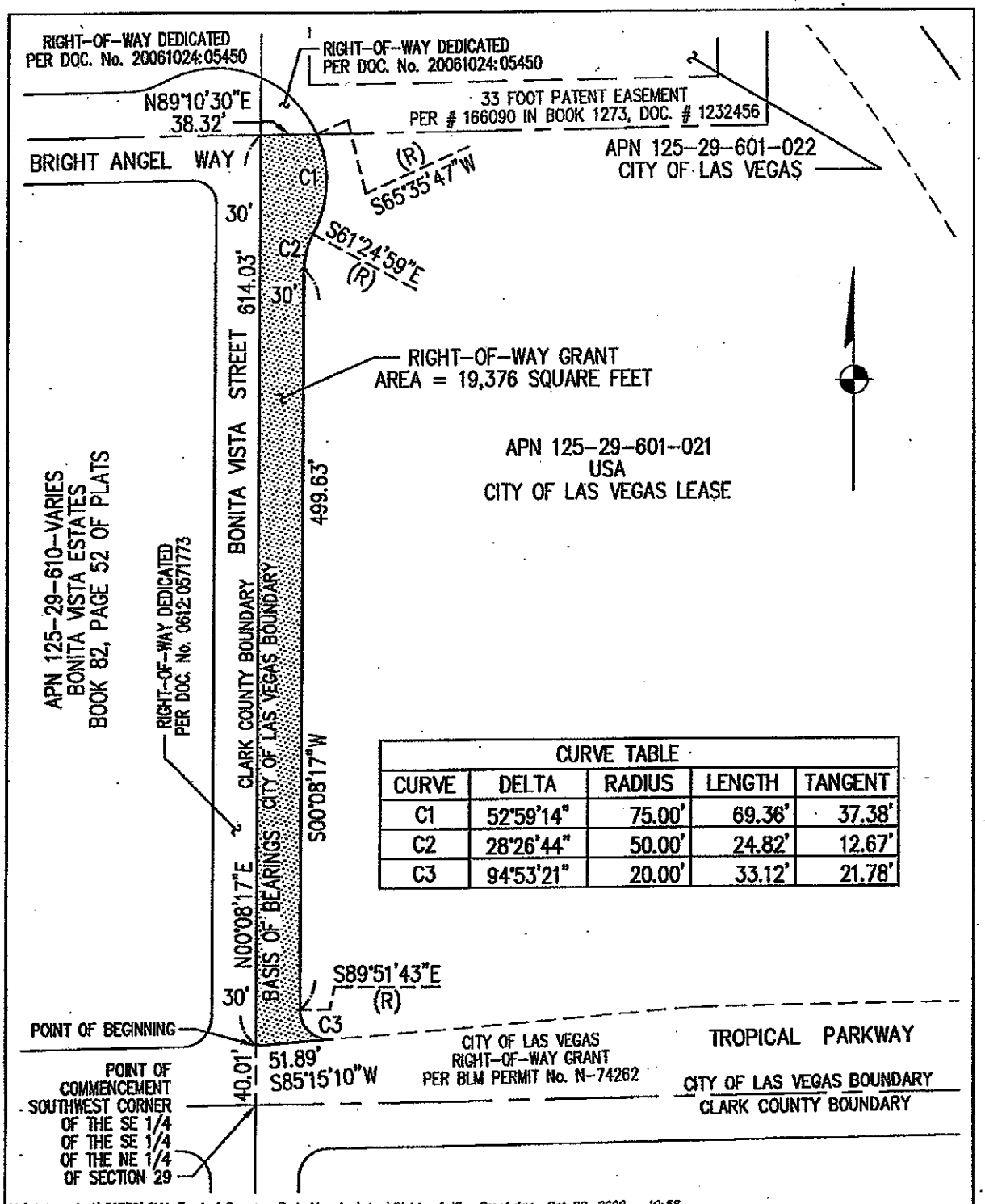
Fiscal Impact

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

PURPOSE/BACKGROUND:
The City is in the process of constructing Tropical/Durango (also known as Raptor Play Park). Amending the existing grant will allow the east side of Bonita Vista Street to be constructed to rural street standards.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	52°59'14"	75.00'	69.36'	37.38'
C2	28°26'44"	50.00'	24.82'	12.67'
C3	94°53'21"	20.00'	33.12'	21.78'

H:\dataproject\21776\CLV-Tropical Durango Park_Mapping\dwg\Right-of-Way Grant.dwg Oct 20, 2009 - 10:58

PROJECT No.: 21776	EXHIBIT "A" RIGHT-OF-WAY GRANT	DRAWN BY: CDK
Stanley Consultants INC	SECTION 29, TOWNSHIP 19 SOUTH, RANGE 60 EAST, MDM CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	CHECKED BY: AWD SCALE: N/A DATE: OCT 2009 PAGE: 3 of 3

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of First Supplemental Interlocal Contract LAS26B08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the construction project completion date to December 31, 2011 and decrease funding in the amount of $2,108,767 for the Grand Teton Overpass – Storm Drain (Grand Teton Drive - Tee Pee Lane to US-95) - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On October 9, 2008 the City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District to provide funding for construction and construction management for the Grand Teton Overpass – Storm Drain (Grand Teton Drive - Tee Pee Lane to US-95). This First Supplemental Interlocal will extend the project completion date to December 31, 2011 and decrease project funding in the amount of $2,108,767. Bids came in lower than anticipated and the contract is being reduced to reflect projected expenditures. Total cost of the contract shall not exceed $2,184,850. The Clark County Regional Flood Control District approved this contract at its October 8, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Supplemental Interlocal Contract LAS26B08
2. Exhibit A

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

GRAND TETON OVERPASS - STORM DRAIN

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 8th day of October, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan update as Facility Number CNGT 0000 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the City wishes to decrease construction funding and extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECT COSTS, shall be revised to read as follows

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed $ 142,940.

2. Construction at a cost not to exceed $ 2,041,910.

3. The total cost of the contract shall not exceed $ 2,184,850 which includes all of the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract remains unchanged.

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IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Kotchka 10/19/09
Deputy City Attorney Date

Date of District Action

October 8, 2009

Regional Flood Control District

By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: _____
Christopher Figgins Date
Chief Deputy District Attorney

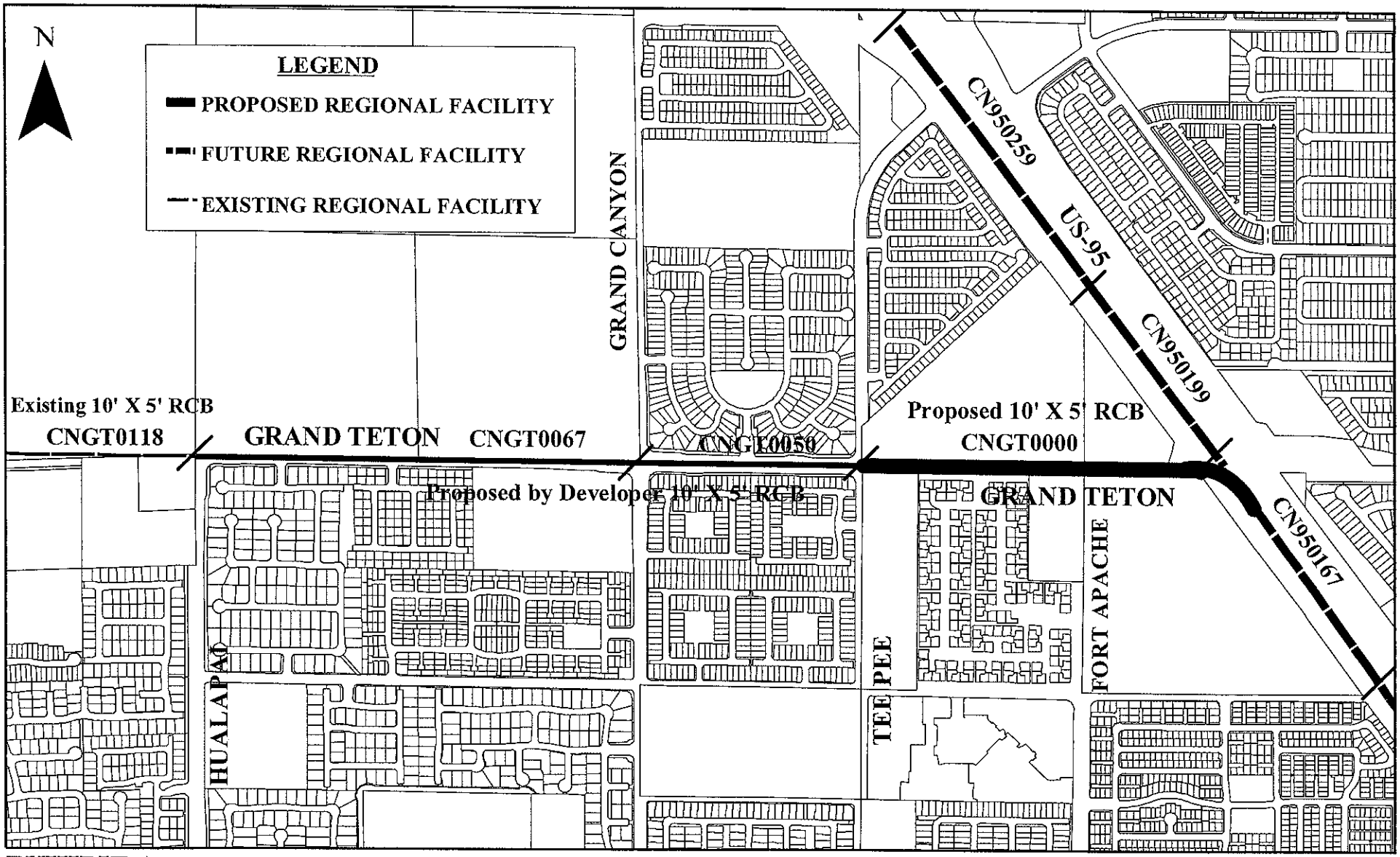


EXHIBIT A

GRAND TETON OVERPASS - STORM DRAIN (LAS26B08)

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - GRAND TETON OVERPASS - STORM DRAIN

LAS26B08

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of Supplemental Interlocal Contract 484b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to November 30, 2014 and increase project funding for the traffic capacity improvements at the intersection of Lamb Boulevard and Charleston Boulevard ($1,127,000 - RTC) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,127,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission (RTC) on September 9, 2004 and December 11, 2008 for traffic improvements at the intersection of Charleston Boulevard and Lamb Boulevard. This Supplemental Interlocal Contract 484b will extend the project completion date to November 30, 2014 and increase project funding in the amount of $1,127,000. Total cost of the contract shall not exceed $4,357,000. The Regional Transportation Commission of Southern Nevada approved this contract at its October 8, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 484b

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
LAMB BOULEVARD/CHARLESTON BOULEVARD TRAFFIC IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2, 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", County of Clark, a political subdivision of the State of Nevada hereinafter referred to as "COUNTY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Lamb Boulevard/Charleston Boulevard traffic capacity enhancements located partially within the CITY and partially within the COUNTY, has been approved by the RTC.

WHEREAS, the parties have executed an Interlocal Contract dated September 9, 2004 and supplemental interlocal contract dated December 11, 2008; and

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

WHEREAS, the CITY wishes to increase project funding and extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

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

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

1. The total cost for engineering, right-of-way acquisition and right-of-way other shall not exceed $4,357,000.

2. The CITY will be issued a revised "Authorization to Proceed" for engineering design at a cost not to exceed $936,000, right-of-way acquisition at a cost not to exceed $2,300,000, and right-of-way other at a cost not to exceed $80,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

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

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to November 30, 2014.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated September 9, 2004 and supplemental interlocal dated December 11, 2008 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above.

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Date of Commission Action:

10/8/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

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 10/19/09

Deputy City Attorney Date

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY: _____

RORY REID, Chairman

Attest:

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of First Supplemental Interlocal Contract LAS26A07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the engineering project completion date to December 31, 2011 for the Grand Teton Overpass – Storm Drain (Grand Teton Drive - Tee Pee Lane to US-95) - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On September 13, 2007 the City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District to provide funding for engineering, design, right-of-way design and right-of-way acquisition for the Grand Teton Overpass – Storm Drain (Grand Teton Drive - Tee Pee Lane to US-95). This First Supplemental Interlocal will extend the project completion date to December 31, 2011. Additional time is required to complete the project. The Clark County Regional Flood Control District approved this contract at its October 8, 2009 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Supplemental Interlocal Contract LAS26A07
2. Exhibit A

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
GRAND TETON OVERPASS - STORM DRAIN

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 8th day of October, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan update as Facility Number CNGT 0000 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the City wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract remains unchanged.

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IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

Date of District Action

October 8, 2009

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Regional Flood Control District

By: Lawrence L. Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: John S. Kidwell 10/19/09
Deputy City Attorney Date

Approved as to Form

By: _____
Christopher Figgins Date
Chief Deputy District Attorney

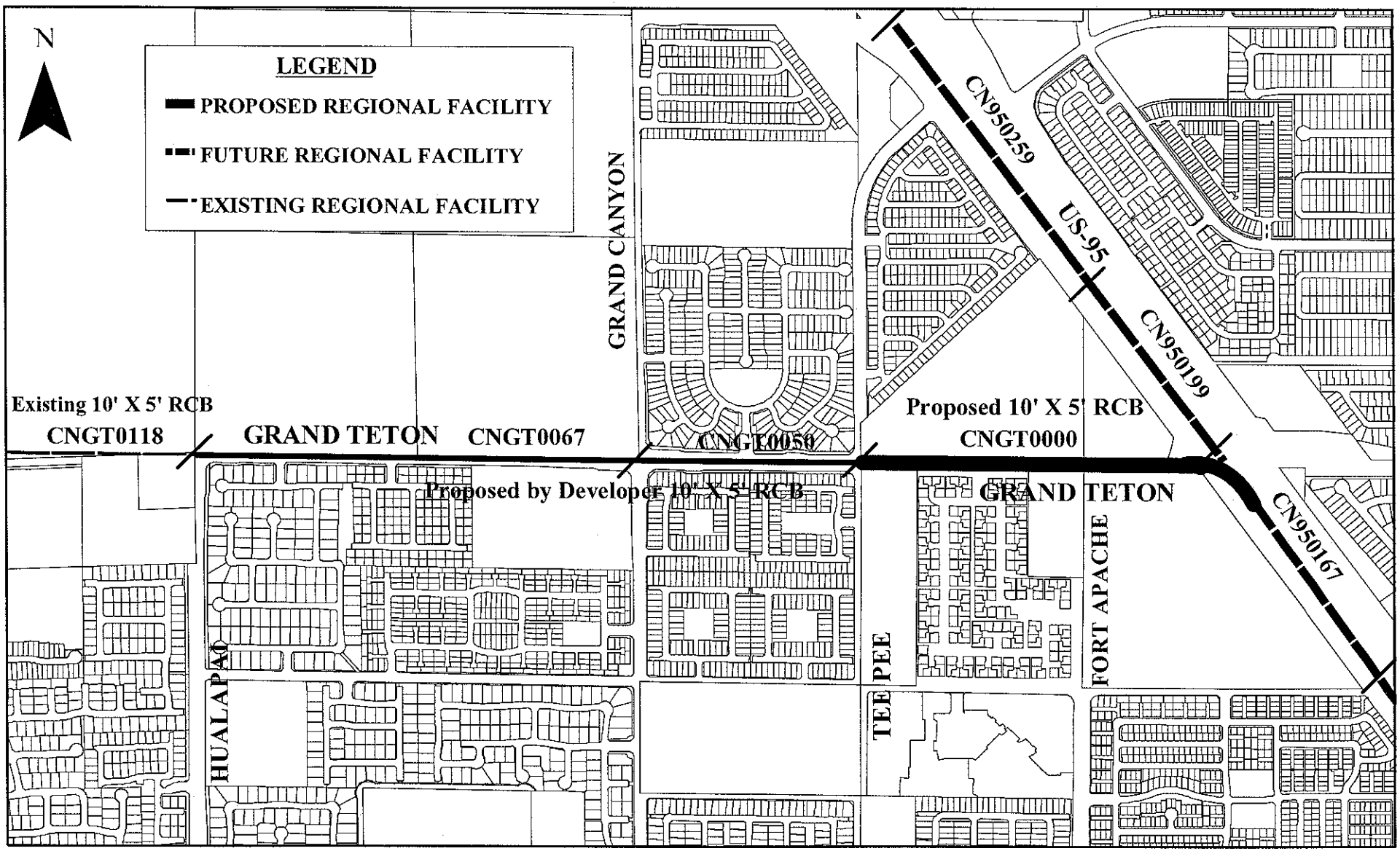


EXHIBIT A

GRAND TETON OVERPASS - STORM DRAIN

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LAS26A07

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Approval of an Amended Development Agreement between the City of Las Vegas and Cliff's Edge, LLC, on approximately 1,150 acres generally located adjacent to the south side of Grand Teton Drive between Hualapai Way and Puli Road - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On March 17, 2004, the City Council adopted Ordinance No. 5676 approving a Development Agreement for the Cliff's Edge Development. The purpose of this First Amendment is to amend the initial Development Agreement as well as establish new park plans and construction guidelines.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amended Development Agreement (First Amendment)

AMENDED
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS
AND
CLIFFS EDGE, LLC

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2004 by and between the CITY OF LAS VEGAS (hereinafter the "City") and CLIFFS EDGE, LLC a Nevada limited liability company (hereinafter the "Owner").

RECITAL OF PREMISES, PURPOSE AND INTENT

A. Owner owns that certain real property described and shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property") containing approximately 1,017 acres of land, which is the subject of this Agreement.

B. The City has authority, pursuant to NRS Chapter 278 and Title 19 of the Las Vegas Municipal Code, to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

C. All preliminary processing with regard to this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Las Vegas City Council (hereinafter the "City Council"), having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the City. At that hearing, the City Council found that this Agreement is consistent with the City's plans, policies and regulations, including the City's general plan, and that the execution of this Agreement on behalf of the City is in the public interest and is lawful in all respects.

D. On the 17th day of March, 2004 the City Council adopted Ordinance No. 5676 approving this Agreement and authorizing the execution hereof by duly constituted officers of the City. Said ordinance took effect on the 21st day of March, 2004. The City agrees to record a certified copy of the ordinance as required by NRS Chapter 278. On the ___ day of _____, 2009 the City Council adopted Ordinance No. _____ approving the First Amendment to this Agreement.

E. The City desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. As a result of the development of the Property, the City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by a developer with significant economic resources and experience in the development process.

F. This Agreement is consistent with and will implement the goals and objectives of the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan.

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

AGREEMENT

SECTION 1
DEFINITIONS

1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

1.1(1) "Agreement" has the meaning assigned to it in the first paragraph hereof, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

1.1(2) "Applicable Rules" means and refers to:

(i) The Zoning Action;

(ii) The provisions of the Code and all other City rules, general plans, policies, regulations, ordinances, laws, general or specific that are effective on the Effective Date;

(iii) This Agreement; and

(iv) The Design Guidelines.

The term does not include:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the City;

(ii) Any fee or monetary payment not governed by this Agreement and prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or

(iii) Any applicable state or federal law or regulation.

1.1(3) "Code" means the Las Vegas Municipal Code, including all rules, regulations, standards, criteria, manuals and other references adopted therein.

1.1(4) "City" means the City of Las Vegas, together with its successors and assigns.

1.1(5) "Developer Special Improvement District Guidelines" means and refers to those Developer Special Improvement District Guidelines of the City attached hereto as Exhibit "B".

1.1(6) "Effective Date" means the effective date of an ordinance adopted by the City Council that approves the execution of this Agreement.

1.1(7) "Master Traffic Study" means a comprehensive traffic study prepared in conformance with the Zoning Action, as amended or conditioned and finally approved by the City.

1.1(8) "Master Drainage Plan" means a study prepared in conformance with the Zoning Action, as amended or conditioned and finally approved by the City.

1.1(9) "Traffic Signal Impact Fee" means a charge imposed by the City pursuant to Section 9 of this Agreement for the installation of Traffic Signal Improvements.

1.1(10) "Traffic Signal Improvement" means:

(i) The installation of traffic signals at intersections identified in the Traffic Signal Capital Improvement Plan; and

(ii) Intersection improvements in excess of minimum standards for a non-signalized intersection that represent partial completion of improvements needed for later signalization.

1.1(11) "Traffic Signal Capital Improvement Plan" means the Capital Improvements Plan for Traffic Signal Impact Fees, attached as Exhibit C.

1.1(12) "Design Guidelines" means the Cliffs Edge Master Development Plan And Design Guidelines, attached as Exhibit D.

1.1(13) "NRS" means the Nevada Revised Statutes.

1.1(14) "Owner" means Cliffs Edge, LLC, a Nevada limited liability company, the owner of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of Section 12.2 of this Agreement.

1.1(15) "Planning Department" means the Planning and Development Department of the City.

1.1(16) "Planning Director" means the Director of the City's Planning and

Development Department or his designee(s).

1.1(17) "Property" means that certain real property as described on Exhibit "A".

1.1(18) "Public Works Director" or "Director of Public Works" means the Director of the City's Department of Public Works or his designee(s).

1.1(19) "Project Transportation Improvements" means street improvements, other than Traffic Signal Improvements, within the boundaries of the Planned Community and adjacent to the boundaries of the Planned Community that are identified in the Master Traffic Study as necessary to mitigate the traffic impacts of the Planned Community.

1.1(20) "RTC" means the Regional Transportation Commission of Clark County, Nevada.

1.1(21) "Subdivision Map" means any instrument under NRS and Title 18 of the Code which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, parent final maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Planned Community.

1.1(22) "Term" means the term of this Agreement together with any extension agreed upon pursuant to the terms hereof.

1.1(23) "Zoning Action" means the action of City Council pursuant to applications ZON-1520 and ZON-2184, together with all applicable conditions, and any subsequent approvals by the City that are conditioned upon compliance with this Agreement.

1.1(24) "City Council" means the Las Vegas City Council.

1.1(25) "Planned Community" means all property and development within the boundaries of the Cliffs Edge Master Plan, as shown on Figure 1 of the Design Guidelines.

1.1(26) "Development Fee" means a charge or fee imposed by the City with respect to new development to finance the costs of a capital improvement or facility expansion necessitated by and attributable to new development. The term does not include expenses required to complete any capital improvements identified in the Master Traffic Study or Master Drainage Plan.

1.1(27) "Northwest Area" means that area governed by the Centennial Hills Sector Interlocal Land Use Plan, as adopted by the City Council on February 19,

2003.

1.1(28) "Residential Development" means any proposed development identified in the Design Guidelines as Low Density Residential, Medium Low Density Residential or Residential Small Lot.

1.1(29) "Nonresidential Development" means any development identified in the Design Guidelines as Medium Residential or Village Commercial.

1.1(30) "Owner Parcel" means any real property located within the Planned Community that is owned by Owner or any Affiliate of Owner.

1.1(31) "Non-Owner Parcel" means any real property located within the Planned Community that is owned by someone other than Owner or an Affiliate of Owner.

1.1(32) "Affiliate" means an entity, partnership or corporation which Owner controls, or in which Owner has a controlling interest or which controls Owner.

1.1(33) "Land Use Application" means any application seeking any approval authorized or required by Title 19 of the Code.

1.1(34) "Designated Builder" means a merchant homebuilder, apartment developer or other owner of real property within the Planned Community that is constructing any development subject to the fee imposed by Chapter 4.24 of the Code, if designated in writing by Owner to City.

SECTION 2
GENERAL PURPOSE AND INTENT

2.1 Recitals. This Agreement is predicated upon the following facts and findings:

(a) City Intent. The City desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law and this Agreement to provide for public services, public uses and urban infrastructure, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Planned Community and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.

(b) Owner Intent. In accordance with the legislative intent evidenced by NRS Chapter 278, Owner wishes to obtain reasonable assurances that Owner may develop the Planned Community in accordance with the conditions established in

this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time, and in order to develop the Planned Community, Owner is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure in the area of the Planned Community. Because of the nature of the Planned Community, the type and extent of the public improvements and infrastructure to the Planned Community to be provided by Owner, and the type and extent of the public and private improvements to be provided within the Planned Community, the Owner's decision to commence development of the Planned Community is based on expectations of proceeding and the right to proceed with the Planned Community in accordance with this Agreement, the Applicable Rules and the Zoning Actions. Owner further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by the Agreement and the Zoning Action.

(c) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Planned Community be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, Federal regulation of air and water quality, and similar conditions. It is not the intent of the parties nor shall this Section be construed as excusing the City of any obligation hereunder of depriving Owner of any right under this Agreement, which can be performed.

2.2 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

SECTION 3
APPLICABLE RULES AND CONFLICTING LAWS

3.1 Reliance on Zoning Actions, Design Guidelines and Applicable Rules. The City and Owner agree that Owner will be permitted to carry out and complete the entire Planned Community in accordance with the uses and densities set forth in the Zoning Action and the Design Guidelines, and in accordance with this Agreement and the Applicable Rules.

3.2 Modification of Applicable Rules. City and Owner acknowledge and agree the Zoning Action and Design Guidelines are peculiar to the Planned Community and may not be amended, modified or changed with respect to the Planned Community without the express written consent of Owner and City, except as otherwise explicitly provided in this Agreement. In the event the City adopts new ordinances, rules or regulations, such new ordinances, rules or regulations will not apply to Owner or development of the Planned Community except in those limited circumstances provided below.

3.3 Application of Subsequently Enacted Rules. Except as provided below, no standard,

policy or regulation regarding subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the City upon the Planned Community, except those in effect on the Effective Date. City may hereafter, during the term of this Agreement, apply to the Planned Community only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after this Effective Date that:

(a) are not in conflict with the Applicable Rules or Design Guidelines,

(b) the application of which govern procedural matters or would not prevent or materially impede, hinder or delay development in accordance with this Agreement, and

(c) do not constitute Development Fees.

3.4 Limitation on Imposition of New Fees or Standards. Notwithstanding the terms of Section 3.3, above:

(a) The City may increase cost-based fees that apply uniformly to all development in the City.

(b) The development of the Planned Community shall be subject to the Building Codes in effect at the time of issuance of the permit for the particular development activity.

(c) The City may apply other construction standards applicable to all developers other than Owner if such changes or additional standards are required in order to prevent a condition dangerous to the health or safety of City residents.

(d) Nothing in this Agreement shall preclude the application to the Planned Community of new or changed City ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.5 through 3.8 of this Agreement are applicable.

(e) Notwithstanding the foregoing, should the City adopt or amend new ordinances, rules, regulations or policies that exceed the limitations of the foregoing Sections 3.2 through 3.4, Owner shall have the option, in its sole discretion, of accepting such new or amended matters by the giving written notice of such acceptance. City and Owner shall then execute a supplement to this Agreement evidencing Owner's acceptance of the new or amended ordinace, rule, regulation or policy.

3.5 Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City,

this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

3.6 City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary pursuant to Section 3.5 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review as set forth in Section 5.5. The parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

3.7 City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 3.6. As required by the Applicable Rules, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

SECTION 4
PLANNING, DEVELOPMENT AND MAINTENANCE OF THE PLANNED COMMUNITY

4.1 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Planned Community, the density of uses and the permitted uses of the land. The City agrees that the Planned Community may be developed to the density and with the land uses and development standards set forth in the Design Guidelines.

4.2 General Plan Amendments. City acknowledges that Owner is anticipating that the entire Northwest Area will be developed in accordance with Centennial Hills Sector Interlocal Land Use Plan with any future amendments thereto, provided however, that the Planned Community shall be developed in accordance with the Applicable Rules as set forth herein. City agrees that: (i) it will enforce the Centennial Hills Sector Interlocal Land Use Plan, and (ii) it will not amend or modify the Centennial Hills Sector Interlocal Land Use Plan, without prior written notice to Owner and consideration of Owner's input with respect thereto.

4.3 Modifications to Design Guidelines. Owner shall have the right to have nonmaterial modifications to the Design Guidelines approved administratively by the Planning Director. A nonmaterial modification is a modification requested by the Owner to accomplish one of more of the following, and which, in the determination of the Planning Director, meets or exceeds the requirements of the Design Guidelines:

(a) A change in the location of a use from the location specified in the Design Guidelines, but only if the change in location will not have a significant impact on other uses in the area;

(b) The addition of uses that are comparable in density or intensity to those permitted under the Design Guidelines or a change in the mix of uses permitted but only if the addition or changes will not have a significant impact on other uses in the area;

(c) A change in the development standards set forth in the Design Guidelines that is comparable or more restrictive than those required under Design Guidelines or conforms to the intent of the Design Guidelines; and

(d) Any other change or modification of a similar nature, which the Planning Director determines will not have a material negative impact on the Planned Community.

A nonmaterial modification shall be reviewed and acted on administratively by the Planning Director within thirty (30) days. If Owner is aggrieved by the Director' decisions, Owner may appeal that decision directly to the City Council in accordance with the Applicable Rules. Material modifications include any modification which does not qualify as a nonmaterial modification, and shall be processed in accordance with the Applicable Rules.

4.4 Subdivision Maps.

(a) Except as provided in subsection (b) of this section, the Parties agree that any Subdivision Maps required or requested by Owner in connection with the Planned Community shall be reviewed and considered for approval in accordance with the Applicable Rules.

(b) City agrees to accept and timely process all parent maps requested by the Owner. Owner agrees that City may require one or more of the following prior to the recordation of a parent final map:

(i) City approval of the Master Traffic Study;

(ii) City approval of the Master Drainage Plan;

(iii) City approval of and conformance to the Master Sewer Plan; and

(iv) City Council approval of a resolution or similar statement indicating the City's intent to create a Special Improvement District to develop infrastructure in the Planned Community, or in the absence thereof, land dedications and Owner's execution of the City's standard Offsite Improvements Agreement to assure such development.

4.5 Dedicated Staff. City will endeavor to designate at least one person in the various City departments to be knowledgeable for processing matters related to the Planned Community. Such person will be familiar with the Planned Community, including without limitation, this Agreement, the Design Guidelines and the Applicable Rules. The following City departments and divisions will have such a person so designated:

(a) Department of Planning and Development;

(b) Building and Safety Department;

(c) Public Works Department;

(d) Right-of-Way Section of the Department of Public Works;

(e) Traffic Division of the Department of Public Works;

(f) Flood Control Division of the Department of Public Works;

(g) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Planned Community; and

(h) Surveying Section of the Department of Public Works.

City agrees to use its reasonable efforts to utilize such dedicated staff members for the processing of all matters related to the development of the Planned Community, including, without limitation, street vacations, Subdivision Maps, improvement plans, studies, reports, dedication documents, building plans, landscape plans and all other submittals. Owner shall have no recourse against City for any failure to accomplish the expedited processing intended by this Section 4.5. City's express plans checks are available to Owner at Owner's sole expense pursuant to the Applicable Rules.

4.6 Maintenance of Public and Common Areas.

4.6(a) City hereby agrees that, except for any landscaped areas and landscape appurtenances located inside the public right-of-way, all of the dedicated public roadways, curbs and street lights which are within or adjacent to the Planned Community will be maintained by the City in good condition and repair at the City's sole cost and expense pursuant to the Applicable Rules. All landscaping within the public rights-of-way within or adjacent to the

Planned Community shall be privately maintained by the Homeowner's Association or other Landscape Maintenance Organization associated with the Planned Community, and appropriate encroachment agreements shall be entered for all such landscaping.

4.6(b) Owner agrees that prior to the release of any final maps for recording, other than a parent final map, Owner will cause to be formed one or more property owners associations within the Planned Community. With respect to any parent final map, Owner will cause the formation of a master association governing the property incorporated in the map. Such associations will be responsible to maintain in good condition and repair all of the landscaping and other facilities, other than those identified in Section 6 of this Agreement, which the City requires to be maintained by such associations as a condition of approval, including all developed and undeveloped landscaped areas such as parks and park facilities, trail corridors, drainage easements, sight visibility zones, and any landscaping on public rights of way. Owner agrees that such property owner associations shall be created pursuant to declarations of covenants and restrictions recorded against the Planned Community and that such associations shall have the power to assess the subject landowners to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Owner further agrees that such declarations will contain a covenant running to the benefit of the City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such associations will be Nevada not-for-profit corporations with a board of directors elected by the subject landowners, provided, however, that so long as Owner owns any land covered by such declarations, Owner may control the board of directors of such association.

4.6(c) The declaration must be executed and recorded with the office of the Clark County Recorder of deeds, concurrently with the recording of any final map, other than a parent final map, in a manner acceptable to the City and must include the following provisions: i) give the governing board of the association the power to create a plan for the maintenance of the improvements and adopt the plan outlined in Section 4.7 below; ii) must indicate that the plan can be materially amended by such board only with the written consent of the City; iii) must provide that the declaration cannot be exercised or amended in any manner that would defeat or materially alter the plan; and iv) must provide that in the event the association fails to maintain the improvements in accordance with the provisions of the plan, the City may exercise its rights under the declaration, including the right of the City to levy assessments on the property owners for cost incurred by the City in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and have the same priority as liens for real estate taxes. The City shall have the right to review the declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.7 Maintenance Plan. The declaration will provide for a plan of maintenance of such improvements. Such plan must contain provisions that substantially conform to those set forth in Exhibit E. City and Owner may modify such standards as they from time to time agree.

4.8 Release of Owner. Following the Owner's compliance with the foregoing requirements for the creation of the associations to maintain the improvements, and approval of the maintenance plan with respect to each such association, City will look solely to such property

owners associations in connection with the maintenance of the improvements in the particular development covered by the declaration and Owner shall have no further liability in connection with the maintenance and operation of such improvements.

4.9 Additional Property.

(a) Owner may acquire additional land within the Planned Community. Such land will be automatically included within the terms and conditions of this Development Agreement, and will be subject to the requirements of the Design Guidelines and the Applicable Rules.

(b) Owner may not include property outside the boundaries of the Planned Community within the terms of this Agreement without the prior approval of the City Council.

4.10 Cooperation in Financing. City will execute and deliver within thirty (30) days of written request to Owner or any designee of Owner, such documents as may be reasonably requested to acknowledge that: i) City has no lien on the Property as a direct result of this Agreement, or that any lien is as stated by the City; ii) City shall recognize and allow a lender which has foreclosed or acquired a portion of the Planned Community from Owner to inure to the rights and benefits of this Agreement as to such property; and iii) Owner is not in default of this Agreement or if Owner is in default of this Agreement, the specific ground of default. Nothing herein shall be deemed to relieve Owner of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

4.11 Enforcement of Design Guidelines.

(a) General Intent.

City and Owner agree that it is in the best interests of both parties that all development within the Planned Community occur in conformance with the Design Guidelines. The parties hereby agree to follow the procedures set forth in this Section to ensure that the provisions of the Design Guidelines are uniformly enforced within the Planned Community.

(b) Development on Non-Owner Parcels.

Except as provided in subsection (b)(i) below, City agrees that it will not process any building permit, Subdivision Map or Land Use Approval application involving a Non-Owner Parcel without first referring the application to Owner for Owner's review. Owner shall review such applications to determine whether the proposed project conforms to the standards set forth in the Design Guidelines.

Within thirty (30) days of receiving the application, Owner shall issue a report to the City indicating: i) whether the project conforms to the standards set forth in the Design Guidelines; ii) what standards, if any, the

project fails to meet; iii) any recommendations Owner has to modify the project so that it does conform; and iv) any other information Owner deems relevant to the proposed project. City shall not approve any application that Owner has identified as failing to meet the standards without first holding a public hearing and notifying Owner in writing of such hearing. Any hearing held pursuant to this Section shall be conducted in accordance with the Applicable Rules.

In the event Owner fails to issue the report within thirty (30) days, City may, without further notice to Owner, process the application in conformance with the Code and all other City rules, policies, regulations, general plans, laws or ordinances then in effect.

(b)(i) The requirements of this subsection do not apply to any permit or other land use application related to a residential unit for which a final inspection has been completed.

(c) Residential Development on Owner Parcels.

Owner shall have the sole responsibility to enforce the Design Guidelines with respect to Residential Development on the Owner Parcels. Owner shall certify, using a form that substantially complies with Exhibit F, that each proposed project conforms to the standards set forth in the Design Guidelines. City agrees that it will not process any building permit or Subdivision Map application until it receives the certification identified in this Section. After receiving such certification, the applications shall be processed in accordance with the Applicable Rules.

(d) Nonresidential Development on Owner Parcels.

Owner and City shall have joint responsibility for enforcing the Design Standards for Nonresidential Development on the Owner Parcels. Prior to submitting any building permit, Subdivision Map or Land Use Approval application for a Nonresidential Development, Owner shall review the application to determine whether the proposed project conforms to the standards set forth in the Design Guidelines.

Owner shall include in any building permit, Subdivision Map or Land Use Approval application a report indicating: i) whether the project conforms to the Design Guidelines; ii) what standards, if any, the project fails to meet; iii) any recommendations Owner has to modify the project so that it does conform; and iv) any other information Owner deems relevant to the proposed project. City agrees to process any application containing the report identified in this Section in accordance with the Applicable Rules.

4.12 Community Directional Signage. Pursuant to the Zoning Action, prior to the issuance of

building permits for development within the Planned Community, Owner will submit to the Planning Department a plan showing temporary and directional signage for the Planned Community. The plan shall utilize themes and village identities consistent with the Design Guidelines.

The plan shall be reviewed and acted on administratively by the Planning Director within thirty (30) days. If Owner is aggrieved by the Director's decision, Owner may appeal the decision directly to the City Council.

SECTION 5
REVIEW AND DEFAULT

5.1 Frequency of Reviews. As required by NRS Chapter 278, at least once every year during the term of this Agreement, on a date determined by Owner and City, Owner shall provide, and City shall review in good faith, a report submitted by Owner documenting the extent of Owner's and City's material compliance with the terms of this Agreement during the preceding two years.

The report shall contain information regarding the progress of development within the Planned Community, including, without limitation: (i) data showing the total number of residential units built and approved on the date of the report; (ii) specific densities within each project and within the Planned Community as a whole; and (iii) the status of development within the Planned Community and the anticipated phases of development for the next calendar year. In the event Owner fails to submit such a report, Owner shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Owner for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford reasonable time for response.

5.2 Opportunity to be Heard. The report required by this Section shall be considered solely by the City Council. City and Owner shall each be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the parties under this Agreement. The Planning Director may, in his discretion, provide copies of the report to members of the City's Planning Commission for their information and use.

5.3 General Provisions-Default. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing not less than thirty (30) days notice of default. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner and period of time in which it may be satisfactorily corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such period shall not be less than the thirty (30) day period required for notice of default. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected, the party charging noncompliance may elect any one or more of the following courses.

5.3(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend to terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

5.3(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Owner and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Owner, as determined under the Applicable Rules, existing or received as of the date of the termination. Owner shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.~~6~~5 hereof to determine whether a default existed and whether City was entitled to terminate this Agreement.

5.3(c) Termination by Owner. In the event City substantially defaults under this Agreement, Owner shall have the right to terminate this Agreement after the hearing set forth in this Section. Owner shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations hereunder under the procedures set forth in this Section and Section 5.5.

5.3(d) Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

5.4 Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than City) to perform acts or deeds necessary to the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to City within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by City within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Owner. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 5.1 above.

5.5 Legal Action. City and Owner agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that

would be greater than without this Agreement. Accordingly, City and Owner may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are greater than such damages or liability would have been without this Agreement pursuant to the Applicable Rules. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.3. Following such notice, a public hearing must be held by the City Council where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court under the standard of review appropriate to Court review of zoning actions and the decision of the City Council shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the City Council shall be limited to the evidence presented to the City Council at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eight Judicial District Court, State of Nevada or the Federal Court in Nevada.

5.6 Notices. All notices required by this Section shall be sent in accordance with Section 12.7.

5.7 Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION 6
PARKS AND TRAILS

6.1 General. Owner or its designee shall design, construct and ~~dedicate to City~~maintain the parks and trails facilities described in this Section. All such facilities shall, except as provided herein, meet the requirements of the Applicable Rules and be available for use by the general public on a non-discriminatory basis.

6.2 Parks. Owner or its designee shall design, construct and ~~dedicate to City~~ maintain the parks identified as pods 111 and 302 in the Design Guidelines.

6.2(a) Required Amenities. ~~Each~~ Owner shall construct each park required by this Section ~~shall include all or some of the following amenities: turf areas, trees and other plantings, irrigation, playground apparatus, playing fields and areas, picnic areas, horseshoe pits, jogging and walking paths, exercise equipment, Frisbee golf, water play features and other apparatuses designed to serve the residents of the Planned Community.~~in conformance with the plans attached as Exhibit H, subject to adjustments mutually agreeable to City and Owner. Construction shall be in compliance with all applicable federal, state and City safety standards, but may not comply with certain park design requirements in the Applicable Rules.

6.2(b) Time for Completion. Owner shall commence construction and complete the parks identified as pods 111 and 302 as follows:

	Submit Construction Drawings	Commence Construction	Complete Construction
Pod 111	Prior to balance in Park Fund reaching $800,000	~~Prior to issuance of permit for the 2,500th residential unit~~When the balance in the Park Fund reaches $1,000,000	~~Prior to issuance of permit for the 6,000th residential unit~~Within eighteen months of City approval of improvement plans
Pod 302	When the balance in the Park Fund, after completion of the park in Pod 111, returns to $800,000	~~Prior to issuance and the permit for the 6,000th residential unit~~When the balance in the Park Fund, after completion of the Park in Pod 111, returns to $1,000,000	~~Prior to issuance of the permit for the 7,200th residential unit~~Within eighteen months of City approval of improvement plans

6.2(c) Limitation on Owner's Obligation. Except as provided in this subsection, Owner's total financial obligation to provide the parks identified in this Section shall not exceed $~~4,000,000~~2,200,000.

~~If the parks required by this subsection are not completed by December 31, 2010 (the "Scheduled Completion Date"), then the Owner's obligation shall be increased as of said date by the amount which is equal to the percentage increase in the cost of living during the period of time between the Effective Date of this Agreement and the Scheduled Completion Date. The City shall compute the increase in the cost of living based on U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers for all items, Los Angeles-Riverside-Orange County, CA region (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"). Said increase shall be made by multiplying the Owner's obligation by a fraction the numerator of which shall be the Index number for the month immediately prior to the Scheduled Completion Date and the denominator of which shall be the index number for the month immediately prior to the Effective Date of this Agreement. The City's computation thereof shall be conclusive and binding, but shall not preclude any adjustment which may be required in the event of a published amendment of the Index figures upon which the computation was based. If at a time required for the determination of the adjusted obligation, the Index is no longer published or issued, the City shall select and use such alternate index as is then generally recognized and accepted for similar determinations of purchasing power.~~

6.3 Multi Use Transportation Trail. Owner shall construct and dedicate to the City the Multi Use Transportation Trail depicted in the Design Guidelines. The trail shall be constructed in conformance with the design standards set forth in the Applicable Rules. Owner shall commence construction of the trail on or before January 31, 2006, and shall complete construction no later than ~~December 31, 2008~~July 31, 2012.

6.4 Thematic Parkway Loop. Owner shall construct and dedicate to City the trail and open

space facilities identified in the Design Guidelines as the Thematic Parkway Loop. Such facilities shall include all or some of the following amenities: turf areas, walking, jogging and biking paths, trees, plants, irrigation and other apparatuses designed to serve residents of the Planned Community. The facilities shall be designed in a manner acceptable to City, and shall be constructed concurrent with the construction of the adjacent roadway.

6.5 Use of Flood Control Facilities. City will consider allowing Owner to have the right to construct parks, trails and recreational facilities within drainage corridors, drainage channels, and flood plains so long as such facilities meet the minimum design and construction standards of the City and the Clark County Regional Flood Control District (where applicable).

6.6 Residential Construction Tax. Chapter 4.24 of the Code imposes a fee upon the privilege of constructing residential units (hereinafter "Residential Construction Tax"). ~~Owner and any Designated Builder shall be entitled to a credit against the Residential Construction Tax for the cost of any public facility constructed pursuant to this Section.~~Beginning December 1, 2009, Owner shall collect the equivalent of the Residential Construction Tax from Designated Builders and shall deposit all amounts collected into a special, interest bearing account (the "Park Fund"). The Park Fund shall be established with escrow instructions acceptable to City such that: 1) money within the account can only be used to construct the park improvements required by this section; 2) City must approve expenditures from the account; 3) Owner cannot, without City consent, pledge money in the account as collateral or otherwise encumber use of the funds; and 4) upon a final determination, made pursuant to Section 5 hereof, that Owner is in default of its obligations set forth in this section, money within the account shall be transferred to City. Beginning March 31, 2010, and every 90 days thereafter, Owner shall advise City, in writing, of the balance of the Park Fund.

Beginning December 1, 2009, City shall waive the Residential Construction Tax for Designated Builders. ~~Credits shall be available to Owner and Designated Builders at the time Owner posts a bond for 100 percent of the estimated construction cost of the facility for which the credit is sought. The credit shall be initially limited to 75 percent of the estimated construction cost of the facility. After the facility is constructed and dedicated to City and/or accepted as complete by City, Owner shall provide to City copies of all construction invoices, bills and payment checks. City will then adjust the final credit to reflect the actual construction costs of the facility.~~

6.7 Ownership, Control and Limitation of Owner Obligations. City acknowledges that development of certain facilities described in this Section are dependent on City obtaining a BLM lease or the right to use private property not controlled by Owner. In the event City is unable to obtain the required lease or right in the time and manner consistent with Owner's obligation to complete the facility, Owner and City may mutually agree to adjust to timelines specified in this Agreement.

Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, or to provide land, facilities or improvements beyond those specified in this Section.

6.8 Cooperation In Obtaining Available Funding. City will cooperate with Owner to obtain and use, or to assist Owner in obtaining and using, any state, regional or federal funds (including, without limitation, funds available pursuant to the Southern Nevada Public Land Management Act of 1998, as amended) available for the acquisition, construction, or maintenance of public facilities required to be developed by Owner under this Section.

SECTION 7
WATER

7.1 Water Supply. The parties acknowledge that the City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, the City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Planned Community water in order that the development of the Planned Community will continue uninterrupted. City and Owner will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or right-of-ways either on or off project necessary for the installation of water facilities to serve the development. Owner agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

SECTION 8
SANITATION

8.1 Sewer. Owner shall provide sanitary sewer system facilities in accordance with the sewer plan required by the Zoning Action. City agrees that no other off site sewer line will be required for the full development of the Planned Community. Owner shall grant rights-of-way or easements to perpetuate the continuation of sewer lines. City will assist, except financially, in obtaining all rights-of-way, permits, easements or other interests not owned by owner necessary to construct the facilities required in this Section. The City agrees that if any sewers required onsite to the Planned Community are required to be over sized in order to serve areas outside of the Planned Community, the City will offer reimbursement for the over sizing through its standard sewer refunding process, except to provide capacity to property within the Planned Community. Except for sewer connection fees pursuant to the Applicable Rules, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for facilities or improvements or for any other facilities, equipment or physical improvements relating to sanitary sewer service offsite of the Planned Community.

SECTION 9
TRANSPORTATION

9.1 Master Traffic Study. Owner shall prepare and submit to City a Master Traffic Study in accordance with the Zoning Action.

9.2 Project Transportation Improvements.

(a) Except as provided herein, Owner agrees to construct and dedicate to City the Project Transportation Improvements identified in the Master Traffic Study. Except as provided herein, Ssuch improvements will be constructed in the manner and timeframe set forth in the Master Traffic Study.

(b) Owner shall construct the following improvements for the east side of Puli Road between Centennial Parkway and Grand Teton Road:

i. curb;
ii. gutter;
iii. sidewalk;
iv. street lights; and
v. eight feet of permanent pavement measured from the outside edge of the curb.

The construction of these improvements shall be deferred until such time as City obtains funding sufficient to complete the remainder of the improvements in accordance with City's Master Plan of Streets and Highways.

(c) Owner shall complete the improvements listed in Exhibit J in accordance with the descriptions and sequence set forth therein, subject to adjustments mutually agreeable to City and Owner.

(d) City shall deposit $500,000 into the established Special Improvement District construction account for Owner's use in constructing the improvements described in Exhibit J.

(e) With respect to bonds posted to secure the improvements required in this section, the parties agree as follows:

i. City agrees to reduce each bond to an amount equal to the estimated cost to complete the improvement;
ii. City agrees to release each bond upon completion and acceptance of the improvement; and
iii. Owner agrees to maintain the reduced bonds until the improvement is completed and accepted.

(f) To the extent that improvements required under this Section require Owner to pay a permit fee or a permit renewal fee, City agrees to impose the minimum fee allowed pursuant to the schedule attached as Exhibit I.

(g) City agrees that Owner shall have no further obligation to construct improvements on Centennial Parkway. City shall require construction of these improvements as a condition of development of the adjacent parcels of land.

(h) Upon Owner's completion of each improvement required in this section, City shall relieve Designated Builders of any requirement that such builders complete, contribute to, or provide security for, such improvements.

9.3 Traffic Signal Improvements.

9.3(a) Imposition of Fee. The parties acknowledge that the imposition of a Traffic Signal Impact Fee will accommodate better orderly development within the Planned Community and the Northwest Area. Accordingly, City shall impose a Traffic Signal Impact Fee at the time of the issuance of any building permit within the Planned Community. The fee shall be calculated as set forth in this Section, and in accordance with the Master Traffic Study. The fee shall be paid by the applicant for the building permit.

9.3(b) Schedule of Fees. The City shall impose and collect the fee required by this Section pursuant to the schedule shown as Exhibit G:

9.3(c) Exemptions. The following shall be exempt form the imposition of the fee identified in this Section. An exemption must be claimed at the time of application for a building permit.

1. Alterations of an existing dwelling unit where no additional dwelling units are created.

2. Replacement of a destroyed or partially destroyed or moved residential building or structure with a new building or structure of the same use, and with the same number of dwelling units.

3. Replacement of a destroyed or partially destroyed or moved nonresidential building or structure with a new building or structure of the same gross floor area and use.

4. In order to promote the economic development of the City or the public health, safety, and general welfare of its residents, the City Council may agree to pay some or all of the fees imposed by this Section from other funds of the City that are not restricted to other uses. Any such decision to pay impact fees on behalf of an applicant shall be at the discretion of the City Council and shall be made pursuant to goals and objectives articulated by the City Council.

9.3(d) Refunds.

1. If an applicant has paid a Traffic Signal Impact Fee Pursuant to this Section, and the building permit later expires without the possibility of further extension, and the development activity for which the impact fee was imposed did not occur and no impact has resulted, then the applicant who paid such fee shall be entitled to a

refund of the fee paid, without interest. In order to be eligible to receive such refund, the applicant who paid such fee shall be required to submit an application for such refund within thirty (30) days after the expiration of the permit or extension for which the fee was paid.

2. At the time of payment of any fee under this Section, the City shall provide the applicant paying such fee with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any collection of any impact fee under this Section.

3. Each refund must be paid to the owner of the property of record at the time the refund is paid. If the City paid the impact fee, the refund must be paid to the City.

9.3(e) Use of Fee. City agrees to use all fees collected pursuant to this Section to install only those Traffic Signal Improvements shown on the Traffic Signal Capital Improvement Plan. City agrees to install such improvements at such time as they are warranted by the Applicable Rules and the Master Traffic Study.

9.3(f) Owner Construction of Traffic Signal Improvement/Reimbursement. Owner may, in its discretion, elect to install Traffic Signal Improvements within the Planned Community and shown on the Traffic Signal Capital Improvement Plan, so long as such improvements are warranted by the Applicable Rules. After the improvement is constructed and dedicated to the City, Owner shall provide to City copies of all construction invoices, bills or payment checks. City shall, within ninety (90) days of receiving such invoices, bills or checks, reimburse Owner for the reasonable and customary construction costs of the improvement, up to a maximum of the total traffic mitigation contributions made by Owner for the Planned Community at the time of reimbursement. Allowable costs in excess of the allowable maximum shall be considered as credits against future contributions unless otherwise agreed by Owner and City.

9.4 Limitation on Owner's Obligations. Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, or to provide facilities or improvements beyond those specified in this Section.

SECTION 10
FLOOD CONTROL

10.1 Flood Control Facilities and Technical Drainage Studies. Owner shall be required to construct those flood control facilities identified in the Master Drainage Study which are necessary for the flood protection of the Planned Community or for mitigation of downstream flood impacts caused by the development of the Planned Community, if any. All facilities will be planned and designed based on ultimate developed conditions identified in the Master Drainage Study. Owner shall be responsible for paying for the costs of constructing any facilities necessary and shall dedicate all rights of way and easements to accommodate such

facilities. Owner or its designee shall prepare a technical drainage study acceptable to the City for each phase of development prior to recording any final map (not including the parent final map) or the issuance of any grading or building permits within that phase. Owner or its designee is responsible for updating the Master Drainage Study in the event that a technical drainage study for a project phase identifies any revisions to the approved infrastructure streets, flood control facilities, flow paths, and flow rates. The Clark County Regional Flood Control District and Clark County Department of Development Services must also accept the Master Drainage Study prior to final approval from the City of Las Vegas. City will assist (except financially) in obtaining all rights-of-way, permits, easements or other interests from the Bureau of Land Management necessary to construct the facilities required in this Section.

10.1(a) Flood Control Facilities. Owner agrees to design and construct, or bond for, the following Clark County Regional Flood Control District facilities (per the Flood Control 2002 Master Plan Update), through and adjacent to the Planned Community, prior to the recordation of any final map (other than a parent final map) or the issuance of any grading or building permits within the area protected by the facility:

1. Kyle Canyon Detention Basin Outfall Facilities (CNGT 0118, 0168, 0234);
2. Elkhorn and Hualapai (EKHU 0000);
3. Rancho Road System – Beltway (RCHB 0395).

An interim drainage channel/berm in lieu of the permanent regional facilities could be considered acceptable for the Kyle Canyon Detention Basin Outfall from the basin to Grand Teton (CNGT 0234). However, the remaining regional drainage facilities within and adjacent to the Planned Community must be permanent in nature and comply with the 2002 Master Plan Update. Any deviations in alignments or locations of the regional facilities from the 2002 Master Plan Update will require a master plan change/amendment through the Clark County Regional Flood Control District.

If required by the Master Drainage Study or technical drainage studies, the above facilities or portions thereof shall be constructed prior to issuance of any building permits for downstream units or alternate flood protection or mitigation acceptable to City must be provided. City may agree to review interim drainage studies and flood protection measures as required to obtain construction-phasing approval.

Except as otherwise set forth above, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for, facilities or improvements for flood control improvements outside of the Planned Community that are a substitute therefore, except to the extent necessary to comply with the required drainage studies.

SECTION 11
SPECIAL IMPROVEMENT DISTRICT

11.1 Consideration of Special Improvement District. City agrees to consider and, if

appropriate, process, facilitate, and expedite, with due diligence, any applications for developer initiated special improvement districts which may be identified as material to the development of the Planned Community. The Parties agree, however: (i) that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such developer initiated special improvement districts; and (ii) any developer initiated special improvement district must be processed and approved pursuant to the Applicable Rules.

SECTION 12
GENERAL PROVISIONS

12.1 Duration of Agreement. The term of this Agreement shall commence upon the Effective Date and shall expire on the tenth (10th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that Owner shall have the right to extend the term of this Agreement for an additional ten (10) years upon the following conditions:

(i) Owner provides written notice of such extension to City prior to the expiration of the original ten (10) year term of this Agreement; and

~~(ii)~~i. Owner is not in default of this Agreement.

Upon such extension of this Agreement, Owner and City shall enter into an amendment to this Agreement memorializing the extension of the term.

12.2 Assignment.

12.2(a) To an Affiliate of Owner. The rights of Owner under this Agreement may be freely transferred or assigned to an Affiliate of Owner provided that such entity shall assume in writing all obligations of Owner hereunder, and provide substitute security in form and amount acceptable to the City for any security previously provided by Owner in compliance with the Code, if any.

12.2(b) To a Third Party. If Owner sells or transfers more than fifty percent (50%) of the Planned Community to a party other than an Affiliate, Owner shall be relieved of its obligations under this Agreement, provided that such transferee assumes all duties and obligations of Owner then unsatisfied and provides substitute security, in form and amount acceptable to City, for any of Owner's previous obligations for which Owner provided performance security, if any.

12.2(c) Transfer Not to Relieve Owner of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Planned Community shall relieve Owner of its obligations hereunder as to the portion of the Planned Community so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the Owner hereunder unless such transferee expressly assumes such obligations and duties of Owner. This subsection shall have no effect upon the validity of obligations recorded as

covenants, conditions, restrictions or liens against parcels of real property.

12.2(d) In Connection with Financing Transactions. Owner has full discretion and authority to transfer, assign or encumber the Planned Community or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

12.3 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may be amended from time to time or canceled, but only upon the mutual written consent of the parties hereto. All proposed amendments shall be considered solely by the City Council.

12.4 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Planned Community. Owner agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Planned Community. Owner agrees to indemnify, hold harmless, and provide and pay all costs and attorneys fees for a defense for City in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives.

12.5 Binding Effect of Agreement. Subject to Section 12.2 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and the property which is the subject of this Agreement.

12.6 Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that Owner is not an agent of City for any purpose and City is not an agent of Owner for any capacity.

12.7 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City:

CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Planning Director

To Owner:

CLIFFS EDGE, LLC

3455 Cliff Shadows Parkway
Suite 220
Las Vegas, Nevada 89129
Attention: Tom Devore

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

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

12.9 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of City and/or Owner, as the case may be.

12.10 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the City and Owner and shall be recorded in the Official Records of Clark County, Nevada.

12.11 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

12.12 Release. Each residential lot shown on a recorded Subdivision Map within the Planned Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

12.13 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

11/6/09
DEPUTY CITY ATTORNEY

ATTEST:

CITY CLERK

By: _____
BEVERLY K. BRIDGES, MMC.

OWNER:

CLIFFS EDGE, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

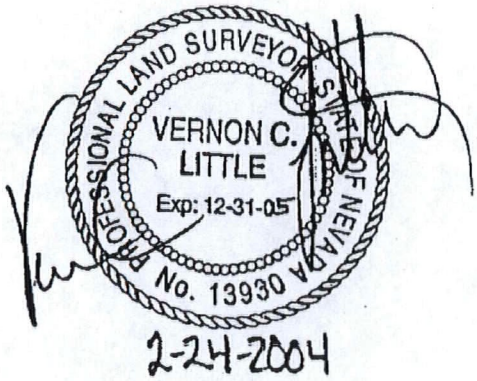
SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 2009.

_____
Notary Public in and for said County and State

EXHIBIT A

[Legal Description of Property Subject To Agreement]

vtn nevada
CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



2-24-2004

FEBRUARY 24, 2004
W.O. 5969
BY: VCL
P.R. BY: TZ

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF GRAND TETON DRIVE AND HUALAPAI WAY FOR DEVELOPMENT AGREEMENT DESCRIPTION PURPOSES.

LEGAL DESCRIPTION
CLIFFS EDGE
DEVELOPMENT AGREEMENT

BEING PORTIONS OF SECTION 13 AND PORTIONS OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13, SAME BEING THE CENTERLINE INTERSECTION OF GRAND TETON DRIVE AND PULI ROAD; THENCE NORTH 87°50'15" EAST, ALONG THE NORTH LINE OF SAID SECTION 13, COINCIDENT WITH THE CENTERLINE OF SAID GRAND TETON DRIVE, 687.41 FEET; THENCE SOUTH 00°49'59" EAST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 659.40 FEET; THENCE NORTH 87°56'49" EAST, 343.30 FEET; THENCE NORTH 00°47'57" WEST, 660.07 FEET TO THE NORTH LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF GRAND TETON DRIVE; THENCE NORTH 87°50'15" EAST, ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE, 1718.52 FEET; THENCE NORTH 87°49'54" EAST, CONTINUING ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE, 2063.72 FEET; THENCE SOUTH 00°20'43" EAST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 668.87 FEET; THENCE NORTH 87°58'52" EAST, 686.70 FEET TO THE EAST LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF HUALAPAI WAY; THENCE SOUTH 00°14'47" EAST, ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 1006.02 FEET; THENCE SOUTH 88°11'24" WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 684.89 FEET;

THENCE SOUTH 00°20'43" EAST, 334.60 FEET; THENCE NORTH 88°14'56" EAST, 342.15 FEET; THENCE SOUTH 00°17'45" EAST, 669.92 FEET; THENCE NORTH 88°22'02" EAST, 341.55 FEET TO THE EAST LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF HUALAPAI WAY; THENCE SOUTH 00°19'04" EAST, ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 2674.27 FEET TO THE NORTHEAST CORNER OF SECTION 24, SAID TOWNSHIP AND RANGE; THENCE SOUTH 00°08'16" WEST, ALONG THE EAST LINE OF SAID SECTION 24 AND ALONG SAID CENTERLINE, 2010.01 FEET; THENCE DEPARTING SAID EAST LINE AND SAID CENTERLINE, ALONG THE FOLLOWING NINETEEN (19) COURSES: (1) SOUTH 88°49'24" WEST, 340.19 FEET; (2) SOUTH 00°08'25" WEST, 669.93 FEET; (3) SOUTH 88°50'11" WEST, 340.21 FEET; (4) NORTH 00°08'34" EAST, 1339.70 FEET; (5) SOUTH 88°48'37" WEST, 680.32 FEET; (6) SOUTH 00°08'51" WEST, 1339.39 FEET; (7) SOUTH 88°50'46" WEST, 339.29 FEET; (8) SOUTH 00°08'10" WEST, 669.16 FEET; (9) SOUTH 88°53'13" WEST, 667.99 FEET; (10) NORTH 00°05'14" EAST, 668.66 FEET; (11) NORTH 00°05'44" EAST, 669.37 FEET; (12) SOUTH 88°49'41" WEST, 339.49 FEET; (13) SOUTH 88°51'15" WEST, 681.95 FEET; (14) NORTH 00°08'09" EAST, 668.77 FEET; (15) SOUTH 88°48'43" WEST, 681.28 FEET; (16) SOUTH 00°11'38" WEST, 1336.56 FEET; (17) SOUTH 00°11'10" EAST, 1335.91 FEET; (18) NORTH 88°55'50" EAST, 339.85 FEET; (19) SOUTH 00°07'16" EAST, 1336.70 FEET TO THE SOUTH LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF CENTENNIAL PARKWAY; THENCE SOUTH 89°00'28" WEST, ALONG SAID SOUTH LINE AND ALONG SAID CENTERLINE, 1691.81 FEET TO THE WEST LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF PULI ROAD; THENCE NORTH 00°27'06" WEST ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2668.61 FEET; THENCE NORTH 00°19'26" EAST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2670.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°55'58" WEST, ALONG THE WEST LINE OF SAID SECTION 13, AND ALONG THE CENTERLINE OF SAID PULI ROAD, 2635.04 FEET; THENCE NORTH 00°54'05" WEST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2632.30 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1016.43 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

EXCEPTING THEREFROM THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 20.70 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

FURTHER EXCEPTING THEREFROM THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW1/4) AND THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 62.44 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

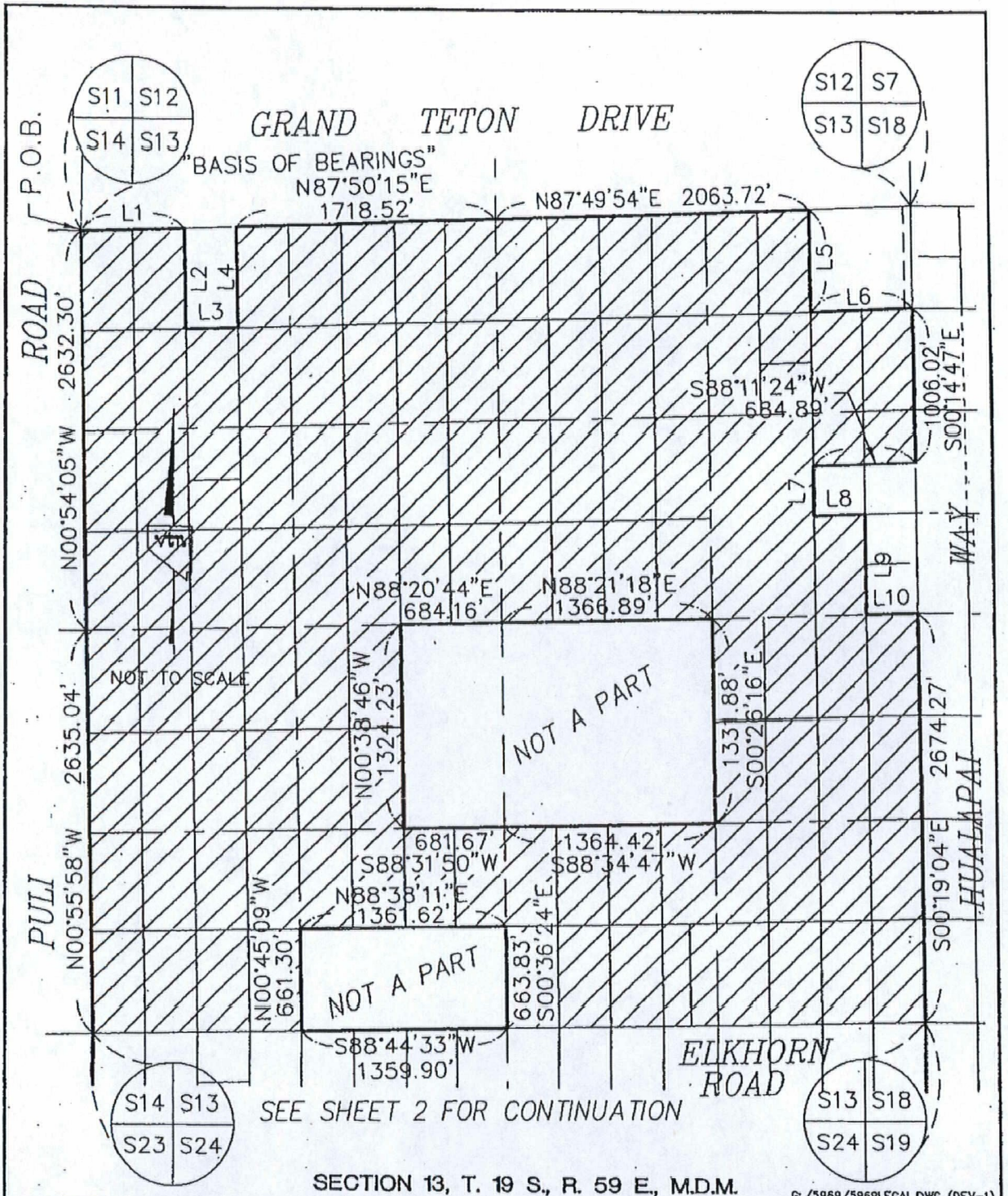
CONTAINING A TOTAL AREA OF 933.29 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH 87°50'15" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

NOTE:
THIS LEGAL DESCRIPTION IS NOT INTENDED FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

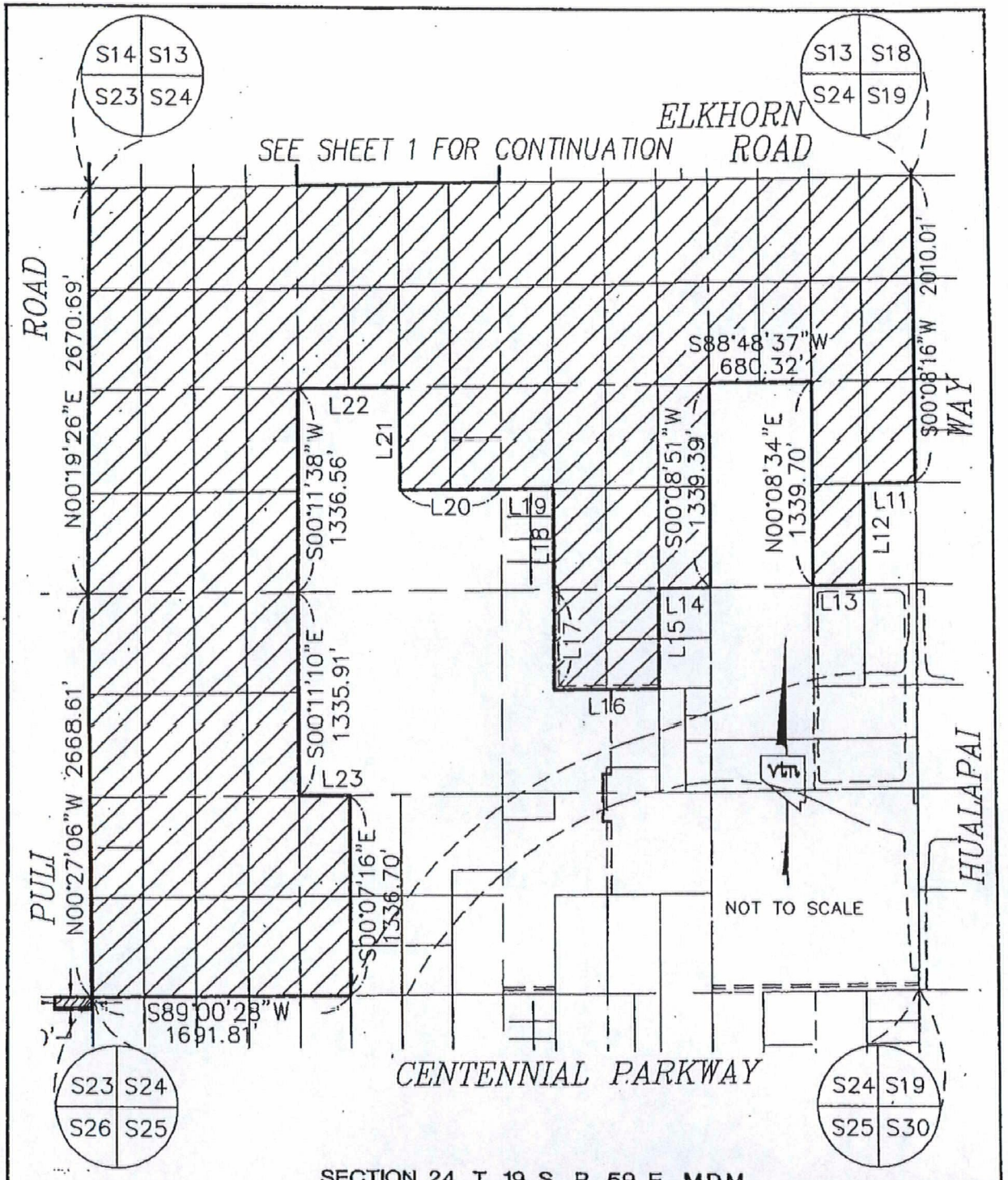
END OF DESCRIPTION.



SECTION 13, T. 19 S., R. 59 E., M.D.M.

G:/5969/5969LEGAL.DWG (DEV-1)

vtn nevada 2727 S. RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION	SCALE HORZ. NONE VERT. NA
		W.O. NO. 5969
		DRAWN BY: VCL
	DEVELOPMENT AGREEMENT	DATE: 2/24/04
		SHEET 1 OF 3



SECTION 24, T. 19 S., R. 59 E., M.D.M.

G:/5969/5969LEGAL.DWG (DEV-2)

vtn nevada

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

DEVELOPMENT AGREEMENT

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	5969
DRAWN BY:	VCL
DATE:	2/24/04
SHEET	2 OF 3

EXHIBIT B

[SID Guidelines]

MHF

CITY OF LAS VEGAS

DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES

December 2, 1992

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CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

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CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the City will consider this type of financing for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, industrial or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

A. Eligible Improvements.

1. Regional Improvements. The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities which will provide benefit to the entire project. Such projects are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements which exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed.) Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the council, would be considered for financing.

2. Public Ownership Requirements. Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.

3. Benefit. The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. Subdivision Improvements. The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than $2,500,000.

B. Environmental Matters.

1. A Phase 1 environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property to be dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase 1 assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer which are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to develop the property involved in the assessment district. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, and (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three (3)

years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultants request.

2. Financing Completion; Equity The property owner must provide the City with its plan for financing the development to completion and advise the City of the amount of equity it has invested in the development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivisions) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing water, sewer and other utility (e.g. electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (or otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principal and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued.

3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to the amount of bonds proposed to be issued, and that the value of the property after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the bonds proposed to be issued. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D. 1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRS and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City. The City must obtain the sole first priority security interest in the pledged securities, and those securities must be held by the City or a City agent. Interest paid on the pledged securities, if there is not default in paying the assessment, will be paid to the owner of the securities.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ratio of 3:1.

5. Payment of Assessments; Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regard to equal payments) commencing within one year of the levy of assessments. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare an absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of this requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and the property owner and believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that it is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing, to contract with the City to so acquire the bonds.

E. Consultants. The City will permit the property owner to chose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay out of its own pocket all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultants, the City's bonds counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition. The City will acquire completed projects after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a City-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the City, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs which exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one which may be eligible for financing under these guidelines.

2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.

3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.

4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bond, cash or other acceptable form of security for payment of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

EXHIBIT C

[Traffic Signal Capital Improvement Plan]

2003-2013
Capital Improvements Plan
for Traffic Signal Impact Fees

Las Vegas, Nevada



prepared by **duncan** associates

May 2003

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INTRODUCTION

Currently, traffic signals in Las Vegas are primarily funded by the Clark County Regional Transportation Commission (RTC) as part of road projects, or by developers as a condition of development approval. The current developer exaction process requires developers to prepare a traffic impact study, and to pay fees to mitigate their impact on the need for traffic signals. The proposed traffic signal impact fee system would replace the current exaction process. The impact fee system would be more equitable than the current system, since all developers would participate, regardless of the size of the development. It would also be simpler for the City to administer.

This document represents the "capital improvements plan" for traffic signal impact fees required by Nevada law as a prerequisite to the adoption of impact fees. The development of traffic signal impact fees is an outgrowth of the *Impact Fee Feasibility Study* prepared for the City of Las Vegas by the consultant in association with PBS&J in August 2001. That study examined the feasibility of impact fees for a number of other facilities, including roads, storm drainage, parks and fire protection. Ultimately, the City has decided to proceed only with traffic signals at this time.

LEGAL FRAMEWORK

Impact fees in Nevada are governed by Chapter 278B, Nevada Revised Statutes (NRS), the State's impact fee enabling act. The Nevada Supreme Court has construed the act strictly in accordance with its terms. In *Southern Nevada Home Builders Assoc. v. City of North Las Vegas*,[1] the Nevada Supreme Court considered the validity of a local impact fee imposed for public safety purposes. Citing the facilities listed in the enabling act, the court held:

> We conclude that the language of NRS 278B is clear on its face, allowing impact fees only for the enumerated projects. However, even if NRS 278B were considered ambiguous, the legislative history of the statute clearly reflects an intent to restrict the projects for which impact fees could be imposed.

Assembly Bill 458, effective July 1, 2001, amended NRS 278B.130, which defined the term "street project" to include traffic signals. This amendment makes it clear that traffic signal impact fees are authorized under State law in Nevada.

SERVICE AREA AND BENEFIT DISTRICTS

In an impact fee system, a "service area" is a geographic area in which a set of capital facilities benefits the development located in the area, and all new development in the area is subject to a single fee schedule. A similar concept is that of "benefit district," which is an area in which the fees collected are earmarked for expenditure. A service area may be divided into multiple benefit districts in order to show a greater link between fees paid and benefit received, even though the larger service area is appropriate for determining average costs to serve new development.

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[1] 112 Nev. 297, 913 P.2d 1276 (1996)

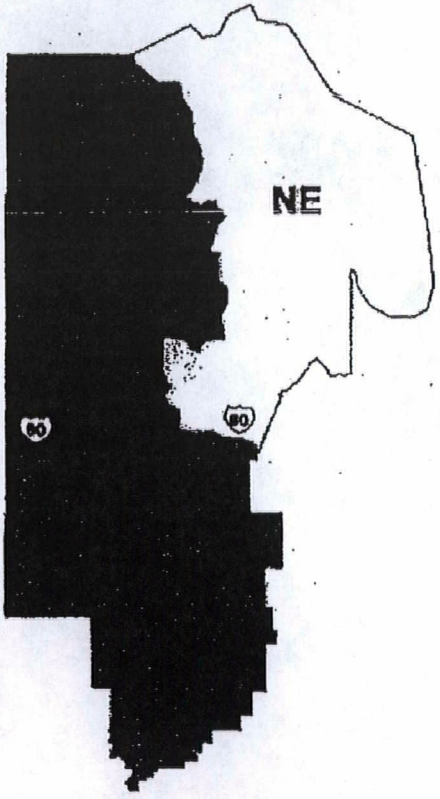
NRS 278B states that the land use assumptions must be prepared for "a specified service area." The capital improvements plan, in turn, must include a description of the capital improvements and costs for each service area, based on the approved land use assumptions. Finally, impact fees collected from development within a service area must be spent within the same service area. As defined by NRS 278B:

> "Service area" means the area within the boundaries of the local government which is served and benefitted by the capital improvement or facilities expansion as set forth in the capital improvements plan.

Local governments in Nevada have considerable discretion in the designation of service areas. In general, the capital facilities within a service area should be reasonably accessible to and provide service to development throughout the service area. As a general rule, the fewer the number of service areas, the better. Since funds collected from a service area must be spent within the same service area, the creation of a large number of small service areas will restrict the flexibility of spending impact fee revenues and may make it difficult to accumulate sufficient funds in some service areas within the ten years allowed by law to spend them.

Traffic signals are almost exclusively installed on arterial streets. The arterial street system is designed to move traffic throughout a community. Consequently, the service area for the proposed traffic signal impact fees is the entire incorporated area of the City. The service area will grow over time as the City annexes land from the surrounding unincorporated area and unincorporated islands. The existing city limits of the City of Las Vegas are shown in Figure 2, along with the location of existing signals and potential locations for future signal installations.

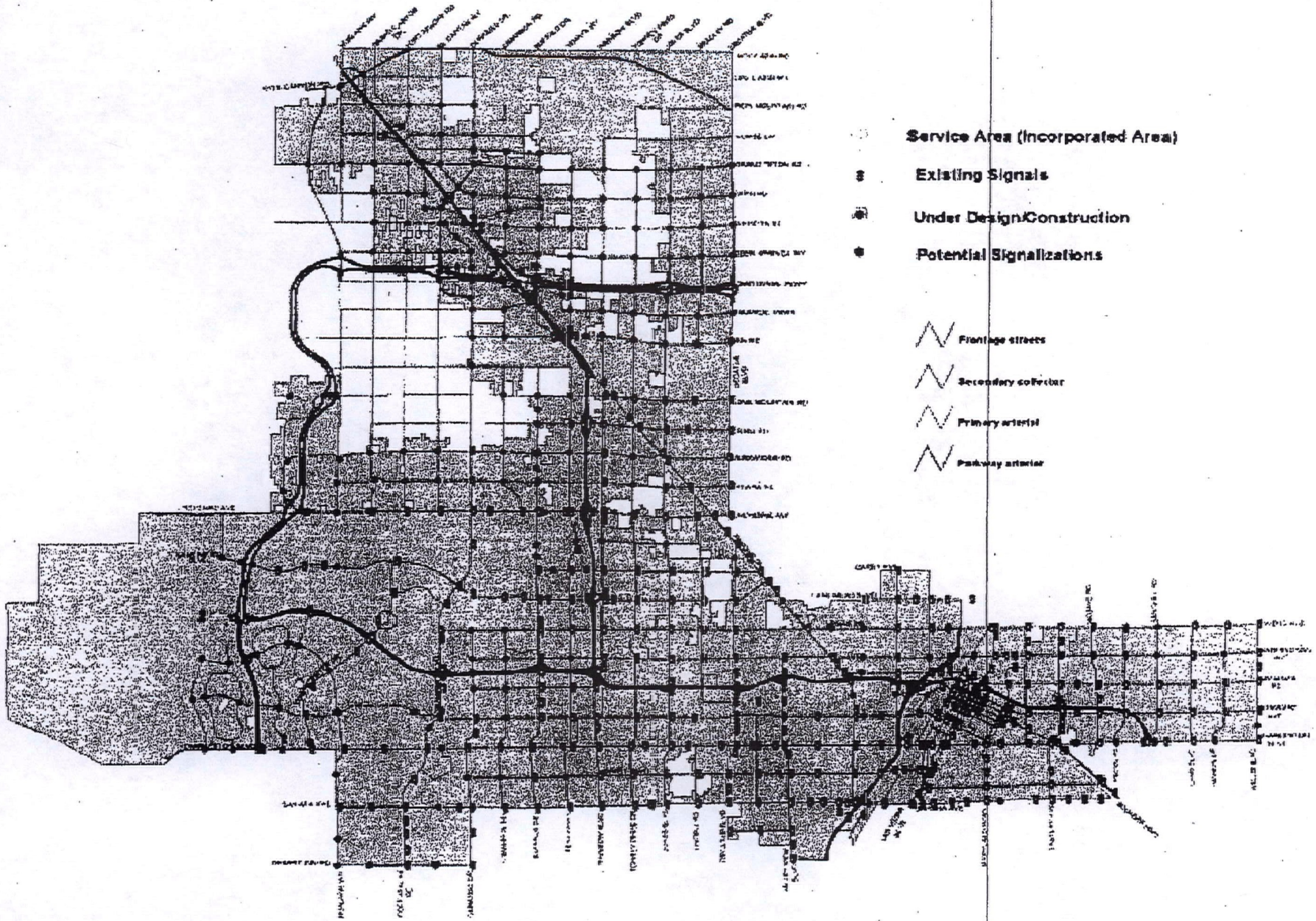
Figure 1
WASHOE COUNTY
BENEFIT DISTRICTS



Even with a city-wide service area, the City may wish to consider dividing the city into benefit districts. Multiple benefit districts require impact fees to be spent in closer proximity to the fee-paying development than would be the case under a single benefit district. For example, Washoe County's multi-jurisdictional road impact fee, which applies to Reno, Sparks and a portion of unincorporated Washoe County, uses a single service area and fee schedule, but earmarks funds collected for expenditure in three benefit districts, as illustrated in Figure 1.

While the City will consider multiple service areas or benefit districts for other types of facilities, traffic signals are unique in that the location of improvements is determined by whether warrants are met for signal installation. Dividing the city into benefit districts would not give developers any greater certainty that a nearby intersection would be signalized than would a city-wide service area, since the City is committed to install the signal once warrants are met. For this reason, a single city-wide service area and benefit district is recommended for the proposed traffic signal impact fees.

Figure 2
TRAFFIC SIGNAL IMPACT FEE SERVICE AREA



LAND USE ASSUMPTIONS

"Land use assumptions" is the term used in NRS 278B to refer to growth projections. The purpose of the land use assumptions is to project the demand for capital improvements that will be needed to serve anticipated growth. The term is defined by the State impact fee statute, NRS 278B.060, as follows:

> "Land use assumptions" means projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least 10 years and in accordance with the master plan of the local government.

NRS 278B requires that land use assumptions must cover at least a 10-year period, and that the capital improvements plan must include a projection of service units over a period not to exceed ten years. Consequently, the land use assumptions cover a period of ten years (2003-2013).

The land use assumptions prepared to support this capital improvements plan are based on the population projections for Clark County prepared by the Center for Business and Economic Research at the University of Nevada, Las Vegas in February 2002. These projections, which were funded jointly by the Clark County Regional Transportation Commission and the Southern Nevada Water Authority, and which were reviewed by the City of Las Vegas as well as other local governments in Clark County, are consistent with local government master plans and deemed to be the most accurate and reliable basis of future growth projections for the City.

The following table (Table 1) is derived from the land use assumptions and summarizes growth trends and projections for population, housing units, hotel/motel rooms and nonresidential floor area within the City of Las Vegas for the last ten years (1993-2003) and the next ten years (2003-2013). In general, growth over the next ten years is projected to be only about half of what it has been in recent years. For the most part, this reflects the expected decline in regional growth implicit in the Clark County population projections. The City's population has been increasing by 5.2 percent annually over the last ten years. While this rapid rate of growth is projected to slow somewhat over the next decade, it will still average a 1.9 percent increase each year.

While land use assumptions are important for facility planning, this does not mean that they will necessarily have a strong relationship to the impact fee levels themselves (e.g., the impact fee per dwelling unit). The fee levels of the proposed traffic signal impact fees will be primarily determined by the historical demand for facilities (e.g., new signals installed by the City per vehicle travel demand unit added by new development over the last four years). New vehicle travel projected to be added by new development over the next ten years will be used to determine the approximate number of new signals the City will need to install over that time period. Thus, while the land use assumptions should be as accurate as reasonably possible in order to support sound facility planning, it should be understood that they will have little effect on the impact fee schedules themselves.

Table 1
GROWTH TRENDS AND PROJECTIONS, 1993-2013

Land Use	ITE Code	Unit	1993	2003	2013
Population	na	Persons	330,472	546,507	660,272
Single-Family Detached	210	Dwelling	73,698	131,889	158,164
Multi-Family	220	Dwelling	59,493	85,213	92,890
General Light Industrial	110	1,000 sq. ft.	2,353	2,967	3,585
Warehousing	150	1,000 sq. ft.	4,344	5,412	6,539
Mini-Warehouse	151	1,000 sq. ft.	1,842	3,701	4,472
Hotel/Motel	310/320	Room	7,710	9,684	11,700
Recreation Community Center	495	1,000 sq. ft.	1,213	1,671	2,019
Elem./Middle/Junior High School	522	1,000 sq. ft.	2,051	3,851	4,653
High School	530	1,000 sq. ft.	2,521	3,980	4,809
College	540	1,000 sq. ft.	271	391	472
Church	560	1,000 sq. ft.	1,496	2,275	2,749
Day Care Center	565	1,000 sq. ft.	191	478	578
Prison	571	1,000 sq. ft.	385	416	503
Library	590	1,000 sq. ft.	165	290	350
Hospital	610	1,000 sq. ft.	488	1,116	1,348
Nursing Home	620	1,000 sq. ft.	478	1,637	1,978
General Office Building	710	1,000 sq. ft.	11,164	18,163	21,944
Medical/Dental Office Building	720	1,000 sq. ft.	1,936	2,999	3,623
Shopping Center	820	1,000 sq. ft.	11,384	18,674	22,562
Restaurant, Sit Down	832	1,000 sq. ft.	666	1,180	1,426
Restaurant, Fast Food	834	1,000 sq. ft.	238	484	585
Automobile Care Center	840	1,000 sq. ft.	1,586	2,262	2,733
New Car Sales	841	1,000 sq. ft.	106	372	449
Convenience Market w/Gas	853	1,000 sq. ft.	329	617	746
Drive-In Bank	912	1,000 sq. ft.	336	545	658
Casino Hotel, Local	na	1,000 sq. ft.	342	369	446
Casino Hotel, Resort Corridor	na	1,000 sq. ft.*	678	829	1,002

* casino gaming area only

Source: City of Las Vegas, *Land Use Assumptions for Traffic Signal Impact Fee*, May 6, 2003.

SERVICE UNIT

NRS 278B.110 defines "service unit" as follows:

> "Service unit" means a standardized measure of consumption, use, generation or discharge which is attributable to an individual unit of development calculated for a particular category of capital improvements or facility expansions.

An appropriate service unit for traffic signal impact fees is vehicle-miles of travel (VMT). Vehicle-miles is a combination of the number of vehicles traveling during a given time period and the distance (in miles) that these vehicles travel.

The two time periods most often used in traffic analysis are the 24-hour day (average daily trips or ADT) and the single hour of the day with the highest traffic volume (peak hour trips or PHT). Since available traffic count data is in the form of daily volumes, the impact fees will be based on ADT.

EQUIVALENCY TABLE

NRS 278B.170(5) requires that the capital improvements plan include:

> An equivalency or conversion table which establishes the ratio of a service unit to each type of land use, including but not limited to, residential, commercial and industrial uses.

For the purpose of traffic signal fees, the service unit is VMT, which is the product of three factors: 1) trip generation, 2) percent new trips and 3) trip length. The first two factors are well documented in the professional literature, and the average trip generation characteristics identified in studies of communities around the nation should be reasonably representative of trip generation characteristics in Las Vegas. In contrast, trip lengths are much more likely to vary between communities, depending on the geographic size and shape of the community and its major roadway system.

Trip generation rates were based on information published in the most recent edition of the Institute of Transportation Engineers' (ITE) Trip Generation manual. Trip generation rates represent trip ends, or driveway crossings at the site of a land use. Thus, a single one-way trip from home to work counts as one trip end for the residence and one trip end for the work place, for a total of two trips. To avoid over-counting, all trip rates have been divided by two. This places the burden of travel equally between the origin and destination of the trip and eliminates double-charging for any particular trip.

Trip rates also need to be adjusted by a "new trip factor" to exclude pass-by and diverted-link trips. This adjustment is intended to reduce the possibility of over-counting by only including primary trips generated by the development. Pass-by trips are those trips that are already on a particular route for a different purpose and simply stop at a particular development on that route. For example, a stop at a convenience store on the way home from the office is a pass-by trip for the convenience store. A pass-by trip does not create an additional burden on the street system and therefore should not be counted in the assessment of impact fees. A diverted-link trip is similar to a pass-by trip, but a diversion

is made from the regular route to make an interim stop. The reduction for pass-by and diverted-link trips was drawn from the ITE manual and other published information.

The average trip length is the most difficult travel demand factor to determine. However, for the purpose of traffic signal fees as calculated in this report, the trip length does not directly affect the fee. Instead of the trip length itself, it is the relative trip lengths of various uses that affect the fees in the fee schedule. For these purposes, the local trip lengths by trip purpose estimated in the *Feasibility Study* will suffice. These are presented in Table 2.

Table 2
AVERAGE TRIP LENGTH BY TRIP PURPOSE

Trip Purpose	Est. Local Trip Lengths
To or from work	2.90
Residential	2.50
Doctor/Dentist	2.30
Average	2.20
School/Church	2.00
Family/Personal	1.70
Shopping	1.40

Source: PBS&J and Duncan Associates, *Impact Fee Feasibility Study for the City of Las Vegas*, Table 11, August 2001.

The travel demand schedule, which brings together trip rates, percent new trip factors and trip lengths to determine average daily VMT for a variety of land uses, is presented in Table 3.

Table 3
TRAVEL DEMAND SCHEDULE

Land Use	ITE Code	Unit	Trip Rate	1-Way Trips	Primary Trips	Length (miles)	Daily VMT
Single-Family Detached	210	Dwelling	9.57	4.79	100%	2.5	11.98
Multi-Family	220	Dwelling	6.63	3.32	100%	2.5	8.30
Mobile Home Park	240	Pad	4.81	2.40	100%	2.5	6.00
Adult Congregate Living Facility	252	Dwelling	2.15	1.08	100%	2.5	2.70
Hotel/Motel	310/320	Room	9.07	4.51	100%	2.5	11.27
RETAIL/COMMERCIAL							
Shopping Center (0-249,999 sf)	820	1,000 sq. ft.	62.95	31.48	54%	1.3	22.10
Shopping Center (250,000-499,999 sf)	820	1,000 sq. ft.	42.52	21.26	64%	1.4	19.05
Shopping Center (500,000+ sf)	820	1,000 sq. ft.	29.96	14.98	70%	1.5	15.73
Automobile Care Center	840	1,000 sq. ft.	38.79	19.40	75%	1.4	20.37
Automobile Parts Sales	843	1,000 sq. ft.	61.91	30.96	44%	1.4	19.07
Bank w/Drive Through	912	1,000 sq. ft.	265.21	132.60	27%	1.4	50.12
Bank w/o Drive Through	911	1,000 sq. ft.	156.48	78.24	27%	1.4	29.57
Car Wash, Self Service	na	Stall	20.10	10.05	44%	1.4	6.19
Casino Hotel, Local*	na	1,000 sq. ft.	223.42	111.71	90%	1.7	170.92
Casino Hotel, Resort Corridor*	na	1,000 sq. ft.	183.74	91.87	90%	1.7	140.56
Convenience Market With Gas Pumps	853	1,000 sq. ft.	845.60	422.80	16%	0.7	47.58
Drinking Place	836	1,000 sq. ft.	138.59	69.30	38%	1.4	36.87
Golf Course	430	acre	5.04	2.52	100%	1.7	4.28
New Car Sales	841	1,000 sq. ft.	37.50	18.75	75%	1.4	19.69
Recreational Community Center	495	1,000 sq. ft.	22.98	11.49	85%	1.7	16.58
Restaurant, Fast Food	834	1,000 sq. ft.	496.12	248.06	27%	0.7	46.88
Restaurant, Sit-Down	831	1,000 sq. ft.	89.95	44.98	38%	1.4	24.93
OFFICE/INSTITUTIONAL							
Office, General (0-99,999 sf)	710	1,000 sq. ft.	15.59	7.80	90%	2.2	15.44
Office, General (100,000+)	710	1,000 sq. ft.	11.30	5.65	90%	2.2	11.19
Office, Medical	720	1,000 sq. ft.	36.13	18.07	90%	2.2	35.78
Church	560	1,000 sq. ft.	9.11	4.56	90%	2.0	8.21
College	540	1,000 sq. ft.	19.51	9.76	51%	2.1	10.41
Day Care Center	565	1,000 sq. ft.	79.26	39.63	24%	1.7	16.17
Hospital	610	1,000 sq. ft.	16.78	8.39	90%	2.1	15.84
Library	590	1,000 sq. ft.	54.00	27.00	50%	1.7	22.95
Nursing Home	620	1,000 sq. ft.	4.20	2.55	90%	2.1	4.86
Prison	571	1,000 sq. ft.	29.10	14.55	95%	1.7	23.50
School, Elementary	520	1,000 sq. ft.	12.03	6.02	24%	2.0	2.89
School, Middle/Junior High	522	1,000 sq. ft.	11.92	5.96	24%	2.0	2.86
School, High	530	1,000 sq. ft.	13.27	6.64	24%	2.0	3.19
INDUSTRIAL							
General Light Industrial	110	1,000 sq. ft.	6.97	3.49	90%	2.2	6.91
Warehouse	150	1,000 sq. ft.	4.96	2.48	90%	2.2	4.91
Mini-Warehouse	151	1,000 sq. ft.	2.50	1.25	90%	1.7	1.91

* casino floor area only (area used for gaming)

Source: Trip rate is average daily trips (ADT) during weekday from Institute of Transportation Engineers (ITE), *Trip Generation, 6th ed.*, 1997; 1-Way trips are ½ of ADT; rates for local and resort casino hotel are 10 times peak hour trip rates (PHT) from Curtis D. Rowe, et. al., *ITE Journal*, "Recalibration of Trip Generation Model for Las Vegas Hotel/Casinos," May 2002; automobile care center derived from the ratio of ADT to PHT for a shopping center; drinking place derived from the ratio of ADT to PHT for a sit-down restaurant; nursing home derived from the ratio of ADT to PHT per bed; prison is 10 times PHT; shopping center and general office based on middle of range; car wash, self service, ADT and primary trip percentage from Metro Transportation Group, Inc., *Independent Fee Calculation Study for Self Serve Car Wash Facilities - Hancock Bridge Parkway Location*, Lee County, Florida, October 24, 2000; percent primary trips for most uses from ITE, *Trip Generation Handbook*, October 1998; primary trips for day care center from paper by Hitchens, *1990 ITE Compendium*; school assumed same as for day care; trip lengths from Table 2 (retail trip length used for middle shopping center category, reduced by 10% for smaller category and increased by 10% for larger category, and reduced by 50% for convenience stores and fast food

Land Use	ITE Code	Unit	Trip Rate	1-Way Trips	Primary Trips	Length (miles)	Daily VMT
restaurants).							

PROJECTED SERVICE UNITS

NRS 278B requires that the capital improvements plan contain a projection of service units over the planning period. Table 4 satisfies this requirement by projecting future VMT over the 2003-2013 period. It does this by multiplying the existing development in 2003 and anticipated development in 2013 from the land use assumptions by the rates of service unit generation presented in the equivalency table. It also estimates VMT growth over the last ten years (1993-2003).

Table 4
GROWTH IN SERVICE UNITS, 1993-2013

Land Use	Unit	Development Units			VMT/	Daily Vehicle-Miles of Travel		
		1993	2003	2013	Unit	1993	2003	2013
Single-Family Detached	Dwelling	73,698	131,889	158,164	11.98	882,902	1,580,030	1,894,805
Multi-Family	Dwelling	59,493	85,215	92,890	8.30	493,792	707,268	770,987
General Light Industrial	1,000 sq. ft.	2,353	2,967	3,585	6.91	16,259	20,502	24,772
Warehousing	1,000 sq. ft.	1,341	1,542	1,839	4.91	6,583	7,571	9,029
Mini-Warehouse	1,000 sq. ft.	1,842	3,701	4,472	1.91	3,518	7,069	8,542
Hotel/Motel	Room	7,710	9,684	11,700	11.27	86,892	109,129	131,859
Recreational Community Center	1,000 sq. ft.	1,213	1,671	2,019	16.53	20,051	27,622	33,374
Elem./Middle/Junior High School	1,000 sq. ft.	1,051	1,451	1,753	2.86	3,005	4,150	5,015
High School	1,000 sq. ft.	2,521	3,980	4,809	3.19	8,042	12,696	15,341
College	1,000 sq. ft.	771	991	1,197	17.41	13,426	17,254	20,842
Church	1,000 sq. ft.	1,496	2,275	2,749	8.21	12,282	18,678	22,569
Day Care Center	1,000 sq. ft.	359	546	660	16.12	5,788	8,802	10,640
Prison	1,000 sq. ft.	385	416	503	23.50	9,048	9,776	11,821
Library	1,000 sq. ft.	185	280	338	27.95	5,171	7,826	9,448
Hospital	1,000 sq. ft.	488	1,116	1,348	17.37	8,477	19,385	23,415
Nursing Home	1,000 sq. ft.	470	1,037	1,253	4.86	2,284	5,039	6,089
General Office Building	1,000 sq. ft.	11,164	18,163	21,944	13.32	148,704	241,931	292,294
Medical/Dental Office Building	1,000 sq. ft.	1,336	2,999	3,621	35.78	47,802	107,301	129,581
Shopping Center	1,000 sq. ft.	11,384	18,674	22,562	18.96	215,841	354,059	427,776
Restaurant, Sit-Down	1,000 sq. ft.	666	1,180	1,426	23.93	15,937	28,237	34,124
Restaurant, Fast Food	1,000 sq. ft.	238	484	585	46.88	11,157	22,690	27,425
Automobile Care Center	1,000 sq. ft.	1,586	2,267	2,738	20.74	32,897	47,027	56,794
New Car Sales	1,000 sq. ft.	106	372	449	19.69	2,087	7,325	8,841
Convenience Market w/ Gas Pumps	1,000 sq. ft.	329	611	745	97.55	32,098	59,603	72,690
Bank	1,000 sq. ft.	336	545	658	39.85	13,390	21,718	26,221
Casino Hotel, Local	1,000 sq. ft.	212	369	446	170.92	36,235	63,069	76,230
Casino Hotel, Resort Corridor	1,000 sq. ft.*	678	829	1,002	140.56	95,300	116,524	140,841
Total Daily VMT						2,218,432	3,617,061	4,272,465

* casino gaming area only
Source: Development units from Table 1; daily VMT per development unit from Table 3.

CAPITAL IMPROVEMENT NEEDS

It is not within the capability of transportation models to determine the precise locations where future traffic signals will be required over the next ten years. However, it is possible to estimate with reasonable accuracy the number of signals that will be needed to accommodate projected growth in the service area. Records on the number of traffic signals constructed over the past ten years, when coupled with data on the growth in service units over the same time period, provide a reasonable basis for estimating future traffic signal needs. Over the last ten years, 172 traffic signals have been installed in the City of Las Vegas, as shown in Table 5.

Table 5
TRAFFIC SIGNAL CONSTRUCTION, 1993-2003

1993	16
1994	11
1995	14
1996	11
1997	14
1998	14
1999	30
2000	11
2001	16
2002	35
Total	172

Source: City of Las Vegas Public Works Department, February 25, 2003.

Also during the most recent ten-year period, the number of service units increased by 1.40 million daily VMT. Dividing the number of new service units by the number of new signals required to be installed over the last ten years yields a ratio of 8,132 new VMT to each new signal required, as shown in Table 6.

Table 6
SERVICE UNITS PER SIGNAL, 1993-2003

Daily Vehicle-miles of Travel (VMT), 2003	3,617,061
Daily Vehicle-miles of Travel (VMT), 1993	2,218,432
Daily Vehicle-miles of Travel (VMT), 1993-2003	1,398,629
New Traffic Signals Constructed	172
Daily VMT/ Signal Ratio	8,132

Source: Daily VMT from Table 4; new signals constructed from Table 10.

Applying this historical ratio of new traffic to new signals to the projected increase in service units over the next ten years results in a projected need for 81 new traffic signals between 2003 and 2013 (see Table 7).

Table 7
NEW TRAFFIC SIGNALS, 2003-2013

Daily Vehicle-miles of Travel (VMT), 2013	4,272,453
Daily Vehicle-miles of Travel (VMT), 2003	3,617,061
New Daily Vehicle-miles of Travel (VMT), 2003-2013	655,392
Daily VMT/Signal Ratio	8,132
New Traffic Signals Needed, 2003-2013	81

Source: Daily VMT from Table 4; daily VMT/signal ratio from Table 6.

The cost of new traffic signals can vary significantly from one project to the next. Some are installed by developers, some by public agencies using an open public bid process and others by public agencies using in-house staff. Recent signals built in Las Vegas using these various approaches have averaged $205,000 per signal, as summarized in Table 8.

Table 8
AVERAGE COST PER TRAFFIC SIGNAL

Type of Project	Cost
Private Developer	$229,400
Public Agency Using Bid Process	$210,950
Public Agency Using Bid Process	$238,666
Public Agency Using In-House Staff	$174,500
Public Agency Using In-House Staff	$175,500
Average Cost per Signal	$205,000

Source: City of Las Vegas Public Works Department, February 27, 2003.

Applying the average cost per signal to the projected number of new signals needed from 2003-2013 yields the total cost of new signals attributable to growth over the planning period. As shown in Table 9, the total cost of new signals attributable to growth over the next ten years amounts to $16.6 million. Dividing that cost by the number of new service units yields the cost per service unit attributable to installing the traffic signals required to accommodate the traffic impacts of new development. As shown in Table 9, the cost per service unit is $25.34 per new daily VMT.

Table 9
COST PER SERVICE UNIT

New Traffic Signals Needed, 2003-2013	81
Average Cost per Traffic Signal	$205,000
New Traffic Signal Cost, 2003-2013	$16,605,000
New Daily VMT, 2003-2013	655,392
Cost per Daily VMT	$25.34

Source: New traffic signals needed, 2003-2013 from Table 7; average cost per traffic signal from Table 8; new daily VMT, 2003-2013 from Table 7.

Finally, the cost per service unit should be reduced to account for the roughly 40 percent of the cost that has historically been funded by the public sector (RTC, NDOT and Clark County). Over the last four years, 61 percent of the signals that have been installed in the City of Las Vegas have been paid for by developers, either through traffic mitigation fee payments or some other arrangement, as

summarized in Table 10. The remainder were installed by the RTC, the Nevada Department of Transportation or Clark County, generally as part of road improvement projects.

Table 10
TRAFFIC SIGNAL FUNDING, 1998-2002

Funding Source	1999	2000	2001	2002	Total	Percent
Traffic Mitigation Fee	21	3	13	16	53	58%
Private Development	0	1	0	2	3	3%
Regional Transportation Commission	9	5	2	10	26	28%
Nevada DOT/Clark County	0	2	1	7	10	11%
Total	30	11	16	35	92	100%

Source: City of Las Vegas Public Works Department, December 16, 2002 memorandum.

Making this adjustment results in a net cost per service unit of $15.46 per new daily VMT, as summarized in Table 11.

Table 11
NET COST PER SERVICE UNIT

Cost per Daily VMT	$25.44
Percent of Signals Funded by Developers, 1998-2002	61%
Net Cost per Daily VMT	$15.46

Source: Cost per daily VMT from Table 9; percent of signals funded by developers (traffic mitigation fees and privately funded) from Table 10.

NET COST SCHEDULE

The maximum traffic signal impact fees that could be charged by the City of Las Vegas, based on the data, methodology and assumptions used in this study, are presented in Table 12.

The impact fees could be adopted at less than 100 percent of the level shown in the net cost schedule, provided that the reduction is applied uniformly across all land use categories in order to retain the proportionality of the fees. However, this could result in the City being responsible for funding the signals that are warranted but not paid for by the impact fees.

Table 12
POTENTIAL TRAFFIC SIGNAL IMPACT FEE SCHEDULE

Land Use	Unit	Daily VMT	Net Cost/ VMT	Net Cost/ Unit
Single Family Detached	Dwelling	11.98	$15.46	$185
Multi-Family	Dwelling	8.30	$15.46	$128
Mobile Home Park	Pad	6.00	$15.46	$93
Adult Congregate Living Facility	Dwelling	2.70	$15.46	$42
Hotel/Motel	Room	11.27	$15.46	$174
RETAIL/COMMERCIAL				
Shopping Center/Gen Retail (0-249,999 sf)	1,000 sq. ft.	22.10	$15.46	$342
Shopping Center/Gen Retail (250,000-499,999 sf)	1,000 sq. ft.	19.05	$15.46	$295
Shopping Center/Gen Retail (500,000+ sf)	1,000 sq. ft.	15.73	$15.46	$243
Automobile Care Center	1,000 sq. ft.	20.37	$15.46	$315
Automobile Parts Sales	1,000 sq. ft.	19.07	$15.46	$295
Bank w/Drive Through	1,000 sq. ft.	50.12	$15.46	$775
Bank w/o Drive Through	1,000 sq. ft.	29.57	$15.46	$457
Car Wash, Self Service	Stall	6.19	$15.46	$96
Casino Hotel, Local	1,000 sq. ft.*	170.92	$15.46	$2,642
Casino Hotel, Resort Corridor	1,000 sq. ft.*	140.56	$15.46	$2,173
Convenience Store w/ Gas Sales	1,000 sq. ft.	47.95	$15.46	$741
Drinking Place	1,000 sq. ft.	36.87	$15.46	$570
Golf Course	acre	4.28	$15.46	$66
New Car Sales	1,000 sq. ft.	19.69	$15.46	$304
Recreational Community Center	1,000 sq. ft.	16.53	$15.46	$256
Restaurant, Fast Food	1,000 sq. ft.	46.88	$15.46	$725
Restaurant, Sit Down	1,000 sq. ft.	23.93	$15.46	$370
OFFICE/INSTITUTIONAL				
Office, General (0-99,999 sq. ft.)	1,000 sq. ft.	15.44	$15.46	$239
Office, General (100,000+)	1,000 sq. ft.	11.19	$15.46	$173
Office, Medical	1,000 sq. ft.	35.78	$15.46	$553
Church	1,000 sq. ft.	8.21	$15.46	$127
College	1,000 sq. ft.	17.44	$15.46	$270
Day Care Center	1,000 sq. ft.	16.17	$15.46	$250
Hospital	1,000 sq. ft.	17.37	$15.46	$269
Library	1,000 sq. ft.	22.95	$15.46	$355
Nursing Home	1,000 sq. ft.	4.86	$15.46	$75
School, Elementary (private)	1,000 sq. ft.	2.89	$15.46	$45
School, Middle/Junior High (private)	1,000 sq. ft.	2.86	$15.46	$44
School, High (private)	1,000 sq. ft.	3.19	$15.46	$49
INDUSTRIAL				
General Light Industrial	1,000 sq. ft.	6.91	$15.46	$107
Warehouse	1,000 sq. ft.	4.91	$15.46	$76
Mini-Warehouse	1,000 sq. ft.	1.91	$15.46	$30

* casino gaming area only
Source: Daily VMT from Table 3; net cost per VMT from Table 11.

EXHIBIT D

[Design Guidelines]

EXHIBIT E

MAINTENANCE PLAN

(A) The Plan must be approved by the City pursuant to and in compliance with the Applicable Rules and must contain provisions that outline the proposed standards and level of maintenance to be provided with respect to such improvements. The Plan will include provisions for maintenance of all landscaping and related irrigation systems, including the following landscaped areas, if applicable, and part of the applicable project, whether developed or natural:

(1) Common areas;

(2) Parks, trails, and related facilities and equipment;

(3) Drainage easements that contain landscaping;

(4) Sight visibility zones, as defined in the Applicable Rules; and

(5) All landscaping and landscaping appurtenances located within public rights-of-way.

(B) The Plan will include provisions for maintenance of common area lighting and for security walls located within common areas, but excluding any walls located on an individual unit or lot.

(C) The Plan will include provisions for periodic inspection, maintenance and repair of the improvements described herein in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness and maintain the aesthetic appearance, the function and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required maintenance and repair shall include, without limitation:

(1) Maintenance of all landscaping in a healthy condition, with all grass cut to an appropriate length, all plants and bushes appropriately trimmed and maintained, and diseased or dead portions of landscaping promptly replaced with healthy plant materials.

(2) Repair, maintenance and replacement of facilities and equipment in common areas, including tables, playground equipment, fences, walkways and fountains.

(3) Regular cleaning and maintenance of restrooms.

(D) The Plan will include a provision that the Plan can be amended by the governing board of the association but only with the written consent of the City.

(E) The Plan will include a provision that, in the event the association fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City

may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and which shall have the same priority as liens for real estate taxes.

(F) The Plan will include a provision requiring the posting with the City and maintenance thereafter of a continuing bond, acceptable to the City, to guarantee the payment of all of such maintenance costs for a continuing period of one year from any given date. The requirement for the posting and maintenance of such bond shall be maintained only until the association has the capital reserves to cover such one-year's maintenance.

EXHIBIT F

[Design Guidelines Certification]

Cliff's Edge Master Plan
Design Guideline Certification

Project Name:
Location:
Pod Number:
Proposed Use:
Density Allowed:
Density Proposed:
Units Allowed:
Units Proposed:
Reviewed By:
Dated Reviewed:
Design Standards Compliance: Project Complies ☐ Project Does Not Comply ☐
Details of Noncompliance:
Required Revisions:
Other Comments:

_____ _____

Design Review Committee Signature Date

_____ _____

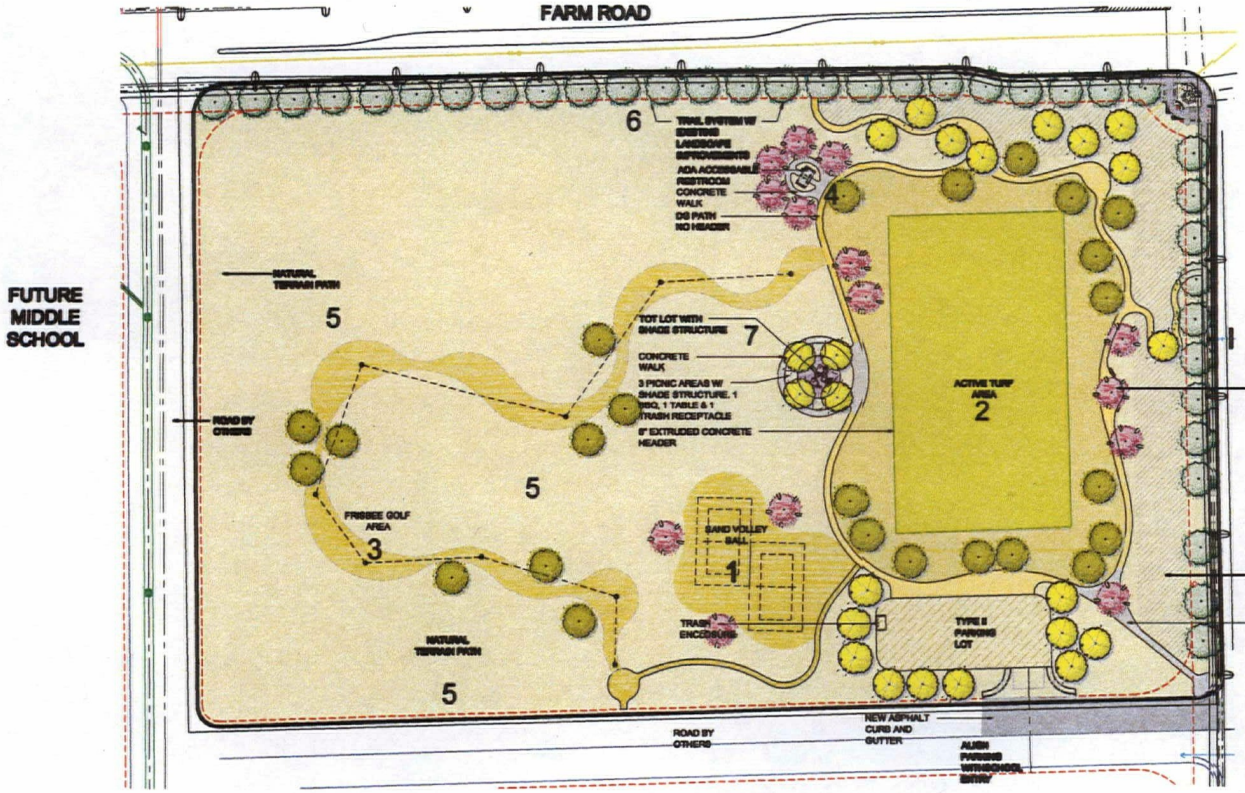
Cliff's Edge, LLC Date

EHHIBIT G
[Schedule of Traffic Signal Impact Fees]

Current Traffic Signal Impact Fee Schedule

Land Use	Unit	Fee
Single-Family Detached	Dwelling	$185
Multi-Family	Dwelling	$128
Mobile Home Park	Pad	$93
Adult Congregate Living Facility	Dwelling	$42
Hotel/Motel	Room	$174
RETAIL/COMMERCIAL		
Shopping Center/Gen Retail (0-249,999 sf)	1,000 sq. ft.	$342
Shopping Center/Gen Retail (250,000499,999 sf)	1,000 sq. ft.	$295
Shopping Center/Gen Retail (500,000+ sf)	1,000 sq. ft.	$243
Automobile Care Center	1,000 sq. ft.	$315
Automobile Parts Sales	1,000 sq. ft.	$295
Bank w/Drive Through	1,000 sq. ft.	$775
Bank w/o Drive Through	1,000 sq. ft.	$457
Car Wash, Self Service	Stall	$96
Casino Hotel, Local (gaming area only)	1,000 sq. ft.	$2,642
Casino Hotel, Resort Corridor (gaming area only)	1,000 sq. ft.	$2,173
Convenience Store w/ Gas Sales	1,000 sq. ft.	$732
Drinking Place	1,000 sq. ft.	$570
Golf Course (open to public)	acre	$66
New Car Sales	1,000 sq. ft.	$304
Recreational Community Center	1,000 sq. ft.	$256
Restaurant, Fast Food	1,000 sq. ft.	$725
Restaurant, Sit-Down	1,000 sq. ft.	$370
OFFICE/INSTITUTIONAL		
Office, General (0-99,999 sf)	1,000 sq. ft.	$239
Office, General (100,000+ sf)	1,000 sq. ft.	$173
Office, Medical	1,000 sq. ft.	$553
Church	1,000 sq. ft.	$127
College	1,000 sq. ft.	$270
Day Care Center	1,000 sq. ft.	$250
Hospital	1,000 sq. ft.	$269
Library	1,000 sq. ft.	$355
Nursing Home	1,000 sq. ft.	$75
School, Elementary (private)	1,000 sq. ft.	$45
School, Middle/Junior High (private)	1,000 sq. ft.	$44
School, High (private)	1,000 sq. ft.	$49
INDUSTRIAL		
General Light Industrial	1,000 sq. ft.	$107
Warehouse	1,000 sq. ft.	$76
Mini-Warehouse	1,000 sq. ft.	$30

EXHIBIT **H**
(PARKS)



PARK AMENITIES LEGEND
1. SAND VOLLEYBALL
2. MULTI USE FIELD
3. FRISBEE GOLF
4. RESTROOM
5. NATURAL TERRAIN
6. EXISITING LANDSCAPE IMPROVEMENTS
7. TOT LOT

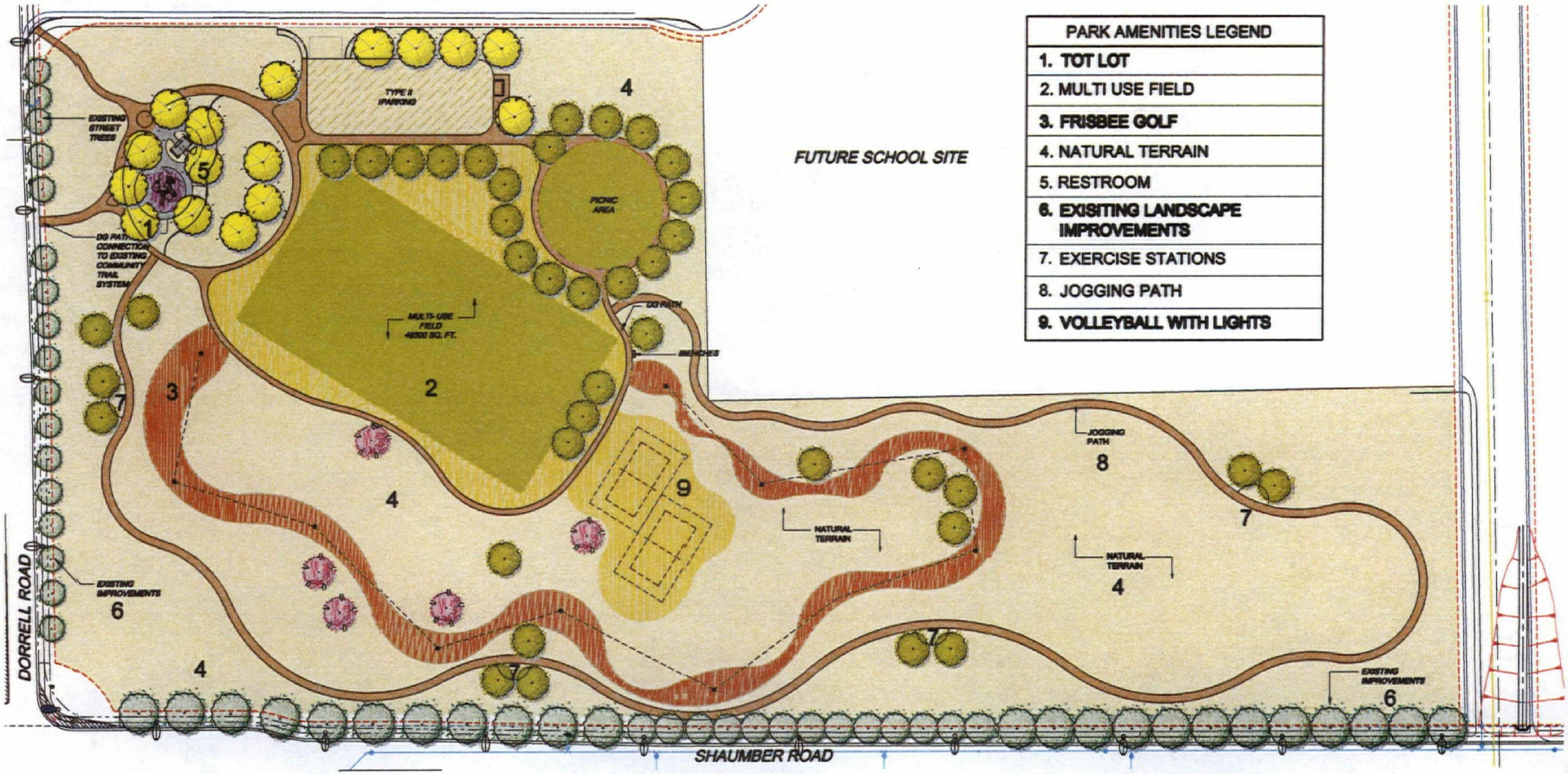
NOTE: THIS DRAWING IS FOR PLANNING PURPOSES ONLY. NO REPRESENTATION IS MADE CONCERNING THE ACCURACY OF THE DATA DELINEATED HEREIN. FINAL DESIGN MAY VARY. NOT FOR CONSTRUCTION.



Key Map
Scale: None

1 Conceptual Park Layout
Providence
Las Vegas, Nevada

N
not to scale



PARK AMENITIES LEGEND
1. TOT LOT
2. MULTI USE FIELD
3. FRISBEE GOLF
4. NATURAL TERRAIN
5. RESTROOM
6. EXISITING LANDSCAPE IMPROVEMENTS
7. EXERCISE STATIONS
8. JOGGING PATH
9. VOLLEYBALL WITH LIGHTS



Key Map
Scale: None

2 Conceptual Park Layout

Providence

Las Vegas, Nevada

N

not to scale

NOTE: THIS DRAWING IS FOR PLANNING PURPOSES ONLY. NO REPRESENTATION IS MADE CONCERNING THE ACCURACY OF THE DATA DELINEATED HEREIN. FINAL DESIGN MAY VARY. NOT FOR CONSTRUCTION.

EXHIBIT I

[Permanent Renewal Fee Schedule]

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2008

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES

☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding the Expired Permit Reissuance Program for offsite permits for minimum permit fees - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This program will allow developers and/or contractors for a limited time to apply for reissuance of expired offsite permits relating to infrastructure improvements at minimum fees. Currently offsite permits may be renewed prior to the expiration date printed on the permit without incurring additional permit fees. Once the permit has expired, all permit fees are due prior to any additional work being done. No inspections can be scheduled. The goal is to allow developers with expired permits to gain valid permits without incurring substantial additional cost.

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

BACKUP DOCUMENTATION:
Agenda Memo

Motion made by GARY REESE to Approve.

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
RICKI Y. BARLOW, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 3, 2008
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE EXPIRED PERMIT REISSUANCE PROGRAM FOR OFFSITE PERMITS FOR MINIMUM PERMIT FEES – ALL WARDS

The minimum fees are detailed as follows:

- $50 for minor permits which include work that is less the 20 feet longitudinally or impact one travel lane
- $150 for a permit for an offsite permit related to a single residence
- $650 for all other offsite permits

To be eligible for the program the permittee must submit to the Department of Public Works Land Development Section a completed request for reissuance form, a proposed completion schedule for the offsite improvements and have the a bond posted (if applicable) in the amount as determined by the Department of Public Works.

The permit will be reissued for a period of up to one year.

As of November 1, 2008 there were 3229 offsite permits of which 1034 offsite permits were expired. The total fees due for the expired offsite permits were approximately $2,572,000. With this program the fees that may be collected at minimum fees is approximately $485,000. This will allow the builders to complete their off-sites which otherwise may have not been completed and will provide the City $485,000 in revenue which may not have been realized.

The program will be in effect until June 30, 2009.

EXHIBIT J

[Final Roadway Improvements]

10/6/2009

Providence Roadway Improvements

Project Components	Estimated Costs	Notes
ROADWAY IMPROVEMENTS	$1,075,500	
(includes SID funds - $500k)		
Hualapai Way Western Beltway to Grand Teton Drive		
Street lights	$75,000	• Install and energize remaining street lights in front of Providence property, south side - (not fire stations). Install ped poles: Dorrell - NWC, Elkhorn - NWC
		• Submit a Street Light Inspection Request for TEM inspection
		• Street Light Electrically Safe acceptance from TEM
Traffic Signals	$30,000	• Install traffic signal at Farm SWC
		• Submit a Traffic Signal Inspection Request for TEM inspection
		• Traffic Signal acceptance from TEM for all intersections
Storm Drains	$30,000	
		• Need Storm Drain Televising Report corrections completed. Corrections from 12/29/06 as part of permit #7063, Hualapai Storm Drain
Sidewalk and Curb	$40,000	• Finish missing sidewalk, curb R&R
Streets	$40,000	• Adjust manholes and valve cans from Deer Springs to Grand Teton - striping
		• Striping
		• LVVWD acceptance
		• Survey acceptance
		• Pre-final walk-thru on full completed projects.
Egan Crest Way South Dorrell Lane to Farm Road		
Street lights	$5,000	• Install 1 missing street light base and pole. Install ped poles on NE & NW corners at Dorrell
		• Submit a Street Light Inspection Request for TEM inspection. Corrections may be required
Traffic Signals		• Submit a Traffic Signal Inspection Request for TEM inspection
		• Traffic Signal acceptance from TEM
Storm Drains	$15,000	• Complete corrections from Storm Drain Televising Report dated 6/14/07
Sidewalk and Curb	$5,000	• Minor curb R&R
Streets	$20,000	• Adjust valves to pavement elevation / mill and re-pave low spots in limited areas
		• LVVWD acceptance
		• Survey acceptance
		• Pre-final walk-thru on full completed projects.
Egan Crest Way North Farm Road to Grand Teton Drive		
Street lights	$55,000	• Install and activate remaining street lights.
		• Submit a Street Light Inspection Request for TEM inspection. Corrections may be required
Traffic Signals	$30,000	• Install traffic pole at NWC and NEC at Grand Teton
		• Submit a Traffic Signal Inspection Request for TEM inspection
		• Traffic Signal acceptance from TEM
Storm Drains	$10,000	• Complete corrections from Storm Drain Televising Report dated 6/14/07
		• Storm Drain acceptance
Sidewalk and Curb	$40,000	• Finish missing sidewalk, curb R&R
Streets	$20,000	• Adjust valves to pavement elevation
		• LVVWD acceptance
		• Survey acceptance

Providence Roadway Improvements

Project Components	Estimated Costs	Notes
		• Pre-final walk-thru on full completed projects.
Shaumber Road Centennial Parkway to Grand Teton Drive		
Street lights	$30,000	• Set final power pedestal, install ped poles on NE & NW corners
		• Submit a Street Light Inspection Request for TEM inspection. Corrections may be required
		• Street Light Electrically Safe acceptance from TEM
Traffic Signals	$60,000	• Install traffic poles for Farm:SEC, SWC & NEC - Grand Teton: SEC & SWC
		• Submit a Traffic Signal Inspection Request for TEM inspection. Corrections may be required
Storm Drains	$0	• Anticipate no work needed
		• Submit a Storm Drain Televising Report & Video/DVD for review
Sidewalk and Curb	$20,000	• Finish missing sidewalk, minor curb R&R
Streets	$10,000	• Adjust valves to pavement elev.
		• LVVWD acceptance
		• Survey acceptance
		• Pre-final walk-thru on full completed projects.
Pull Road Centennial Parkway to Dorrell	$30,000	
		• Secure storm drain manholes, PM10 stds & end of road markers on Farm and Dorrell
Centennial Parkway Pull Road to the Western Beltway		
		• No further construction. Fairfield is building the south half improvements, Clark County is building overpass improvements
Dorrell Lane Pull Road to Hualapai Way		
Street lights	$5,000	• Energize power pedestal
		• All streetlights are in place
		• Submit a Street Light Inspection Request for TEM inspection. Corrections may be required
		• Street Light Electrically Safe acceptance from TEM
Storm Drains	$0	• Anticipate no work needed
Curb	$35,000	• Curb R&R
Streets	$50,000	• Adjust valves to pavement elevation / mill and re-pave low spots in limited areas
		• Complete pavement at west end of Puli
		• LVVWD acceptance
		• Survey acceptance
		• Pre-final walk-thru on full completed projects.
Elkhorn Road Egan Crest Way to Hualapai Way		
Street lights	$7,500	• Replace wire and energize
		• All streetlights are in place
		• Submit a Street Light Inspection Request for TEM inspection. Corrections may be required
		• Street Light Electrically Safe acceptance from TEM
Storm Drains	$15,000	
		• Submit a Storm Drain Televising Report & Video/DVD for review
Curb	$5,000	• Small amount of curb R&R needed
Streets	$3,000	• Adjust valves to pavement elevation
		• LVVWD acceptance
		• Survey acceptance

Providence Roadway Improvements

Project Components	Estimated Costs	Notes
		• Pre-final walk-thru on full completed projects.
Farm Road Pull Road to Hualapai Way		
Street lights	$80,000	• Install final 21 street lightsand energize
		• Street Light Electrically Safe acceptance from TEM
Storm Drains	$15,000	
		• Complete corrections from Storm Drain Televising Report dated 12/28/06
Sidewalk and Curb	$20,000	• Finish missing sidewalk, minor curb R&R
Streets	$5,000	• Mimimal punch list work only
		• LVVWD acceptance
		• Survey acceptance
		• Pre-final walk-thru on full completed projects.
Grand Teton Drive Shaumber to Hualapai Way		
Street lights	$80,000	• Install and energize street light poles from west side of Fire Station to Egan Crest and Shaumber to beltway on south side.
		• Submit a Street Light Inspection Request for TEM inspection. Corrections may be required
		• Street Light Electrically Safe acceptance from TEM
Storm Drains	$40,000	
		• Complete corrections from Storm Drain Televising Report dated 10/8/08
Sidewalk and Curb	$70,000	• Finish missing sidewalk, minor curb R&R
Streets	$5,000	• Adjust valves to pavement elev.
		• LVVWD acceptance
		• Survey acceptance
		• Pre-final walk-thru on full completed projects.
	$75,000	• Multi-use trail completion
SOFT COSTS	$88,000	
Engineering	$20,000	
Permits Fees & Bonds	$58,000	
Insurance	$10,000	
Contingency	$40,000	
Construction Mgmt Fees	$93,080	
TOTALS:	$1,256,580	
Note: No replacement of structural cross gutter sections are budgeted.		

City of Las Vegas

Agenda Item No.:
<ITEM_OUTLINE>

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Amended Development Agreement between the City of Las Vegas and the City of Las Vegas and Cliff's Edge, LLC, on approximately 1,150 acres generally located adjacent to the south side of Grand Teton Drive between Hualapai Way and Puli Road - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On March 17, 2004, the City Council adopted Ordinance No. 5676 approving a Development Agreement for the Cliff's Edge Development. The purpose of this First Amendment is to amend the initial Development Agreement as well as establish new park plans and construction guidelines.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amended Development Agreement (First Amendment)

CITY OF LAS VEGAS NEVADA

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
RESOLUTIONS:

R-78-2009 - Approval of Resolution supporting the designation of an area known as The Upper Las Vegas Wash as an Urban National Park Unit managed by The National Park Service – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Upper Las Vegas Wash area has been confirmed to have significant paleontological fossils demonstrative of the Pleistocene Ice Age. Thousands of Ice Age mammal fossils have been catalogued including Columbian Mammoth, Ground Sloth, American Lion, Camelops, Bison and ancient species of Horse. This resolution supports establishment of an urban national park unit in the Upper Las Vegas wash area and directs staff to participate in planning of the new urban national park unit.

RECOMMENDATION:
It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the city.

BACKUP DOCUMENTATION:
Resolution No. R-78-2009

RESOLUTION SUPPORTING THE DESIGNATION OF AN AREA KNOWN AS THE UPPER LAS VEGAS WASH AS AN URBAN NATIONAL PARK UNIT MANAGED BY THE NATIONAL PARK SERVICE

WHEREAS, Americans have deep and enduring love for the National Park System, and places identified as national park units embody America's highest ideals and values; and

WHEREAS, America's National Park System enjoys consistent and global goodwill, embraces more than 272 million annual visitors, generates more than $10 billion for local economies, and generates community pride; and

WHEREAS, the Upper Las Vegas Wash has been deemed worthy of inclusion in the National Park System; and

WHEREAS, the Upper Las Vegas Wash has been confirmed by scientists to have significant paleontological fossils demonstrative of the Pleistocene Ice Age, and these fossil findings appear to contain the longest continuous section of Pleistocene strata, spanning important global climate cooling and warming episode in the desert Southwest; and

WHEREAS, a four-month intensive study of the area in 1962, chronicled by National Geographic, catalogued thousands of Ice Age mammal fossils including Columbian Mammoth, Ground Sloth, American Lion, Camelops, Bison and ancient species of Horse and found this area "greatly significant"; and

WHEREAS, the significance of the Upper Las Vegas Wash area, established in 1962, was re-confirmed in the past few years with the scientifically documented removal of thousands of fossils through recent paleontology studies and inventory contracted by the Bureau of Land Management, and through a 2009 study commissioned by the National Park Service; and

WHEREAS, findings of Ice Age palynomorphs (plants) and invertebrates (animals) within the Upper Las Vegas Wash provide study opportunities uncommon in most fossil localities, and are thus are expected to attract international scientific interest and onsite research; and

WHEREAS, the Upper Las Vegas Wash is significant to native and indigenous people and offers interpretive opportunities to show a broad range of history, from Ice Age through Native American history to contemporary culture; and

WHEREAS, the vision for the Upper Las Vegas Wash as a new national park unit is expected to include state-of-the-art visitor facilities and amenities; working field sites in which the public can observe scientific research, paleontology curation facilities; and interpretive displays that engage visitors in area history, flora and fauna; and

WHEREAS, the Upper Las Vegas Wash is expected to attract international and domestic visitors to bolster tourism revenues; and

WHEREAS, the proximity of the new national park unit is expected to be used as an educational resource for the area's schoolchildren, and integrated into plans for the northern campus of the University of Nevada Las Vegas; and

WHEREAS, the protection and conservation of the natural, cultural and paleontological resources within an urban national park unit will enhance Southern Nevada's efforts for sustainable economic growth; and

WHEREAS, the American people have entrusted the National Park Service for nearly a century with the care of our most special places and treasures, and have recognized that creating national park units preserves special places in perpetuity, for our children, grandchildren and their children; and

WHEREAS, it is a privilege to add a new park designation to the 392 units within the National Park Service; and

WHEREAS, the City Council supports establishing an area of the Upper Las Vegas Wash as a national park unit and recognizes the rare opportunity to create a new urban national park unit, managed by the National Park Service; and

WHEREAS, the City Council intends to work with local, state, tribal and federal jurisdictions and agencies to collaboratively participate in the planning of the new urban national park unit.

. . .

. . .

. . .

. . .

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to urge the United States Congress, the U.S. Department of Interior, and the National Park Service to make a land management designation that is appropriate for the protection of the resources, done in a timely manner to avoid further degradation of the area, with appropriate funding to fully develop the scientific, educational and recreational potential.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2009.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM

Val Steed 11-4-09
Date

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
RESOLUTIONS:

R-79-2009 – Approval of Resolution authorizing the City Manager or a designee to approve and execute certain contracts and other documents relating to the City's purchase of properties under the City's Neighborhood Stabilization Program

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Resolution will authorize the City Manager or a designee to approve and execute contracts and other documents relating to the City's purchase of properties under the City's Neighborhood Stabilization Program, as approved by the City Council on November 19, 2008, and July 15, 2009.

RECOMMENDATION:
It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
Resolution No. R-79-2009

R-79-2009

RESOLUTION AUTHORIZING THE CITY MANAGER OR A DESIGNEE TO APPROVE AND EXECUTE CERTAIN CONTRACTS AND OTHER DOCUMENTS RELATING TO THE CITY'S PURCHASE OF PROPERTIES UNDER THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM

WHEREAS, pursuant to Section 3.030(7) of the Las Vegas City Charter, the City Council may authorize the City Manager to execute those contracts delegated to him or her by the Council; and

WHEREAS, in June 2006 the City Council approved a resolution (R-48-2006) which, among other things, authorized the City Manager to award and execute certain types of contract documents under the circumstances described; and

WHEREAS, the City Council further finds that it is of benefit to the City to authorize the City Manager or a designee to approve and execute contracts and other documents relating to the City's purchase of properties under the City's Neighborhood Stabilization Program, as approved by the City Council on November 19, 2008, and July 15, 2009.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada to:

1. Authorize the City Manager or a designee to approve and execute contracts and other documents related to the City's purchase of properties under the City's Neighborhood Stabilization Program, as approved by the City Council on November 19, 2008, and July 15, 2009; and

2. Ratify any such action taken by the City Manager or the Director of Neighborhood Services prior to the approval of this Resolution.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2009.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM

Val Steed 11-5-09
Date

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for 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
8. Rescheduled Notification of Hearing Letter

City of Las Vegas

AGENDA MEMO

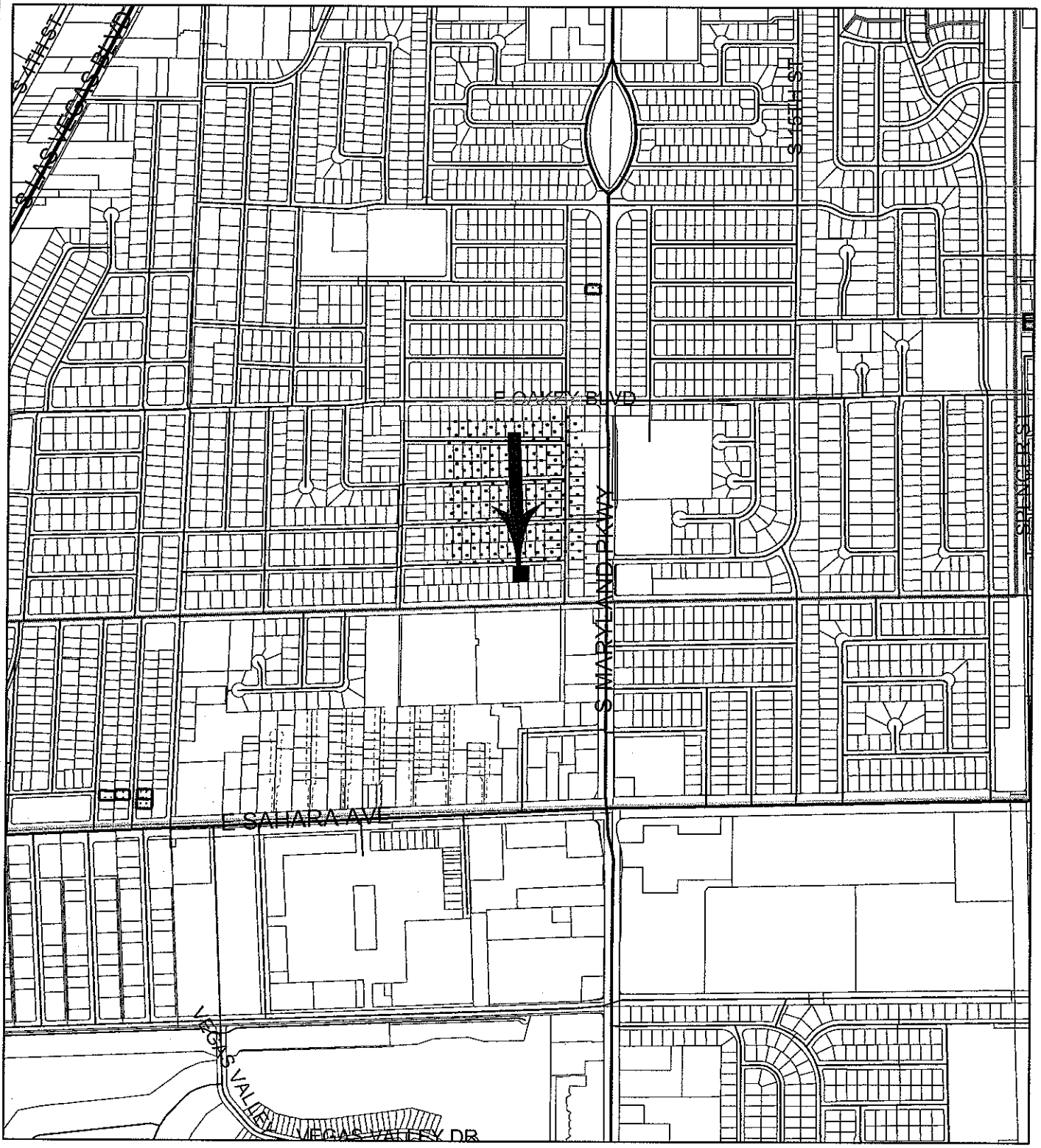
CITY COUNCIL MEETING DATE: November 18, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1054 Bonita Avenue in the amount of $3,639 (General Fund) and assess a maximum of $47,550 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, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: November 5, 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 – 98 days @ $500 a day (excluding civil penalty fees already assessed) April 16, 2009 to July 23, 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, MMC, 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, MMC, City Clerk

Subscribed and sworn to before me this ____ day of November, 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

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

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

November 5, 2009

CASE #75534
Certified/Regular Mail
Return Receipt Requested

1054 Bonita Ave Trust
Floyd Brown TRS
2407 Valley View Drive
Los Angeles, CA 90020-2019

RE: 1054 Bonita Avenue

Dear Property Owner:

At the City Council meeting held on November 4, 2009, Agenda Item #32 was held in abeyance and is now scheduled to be heard for hearing on November 18, 2009.

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

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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 1429 Virgil Street in the amount of $3,994.35 (General Fund) and assess a maximum of $24,550 in daily civil penalties. PROPERTY OWNER: WILLIAM M. MARSHALL - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,994.35
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to remove all trash, debris, high or dead vegetation, and non-permitted metal shed and carport, and post No Trespass sign. To date, there have been seven (7) inspections conducted at this location. The value of the property based on the sale date of December 1990 was $72,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,409 invoice for American Demolition services in addition to other fees assessed for a total of $3,994.35 and consider assessing a maximum of $24,550 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 18, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1429 Virgil Street in the amount of $3,994.35 (General Fund) and assess a maximum of $24,550 in daily civil penalties. PROPERTY OWNER: WILLIAM M MARSHALL – Ward 3 (Reese)

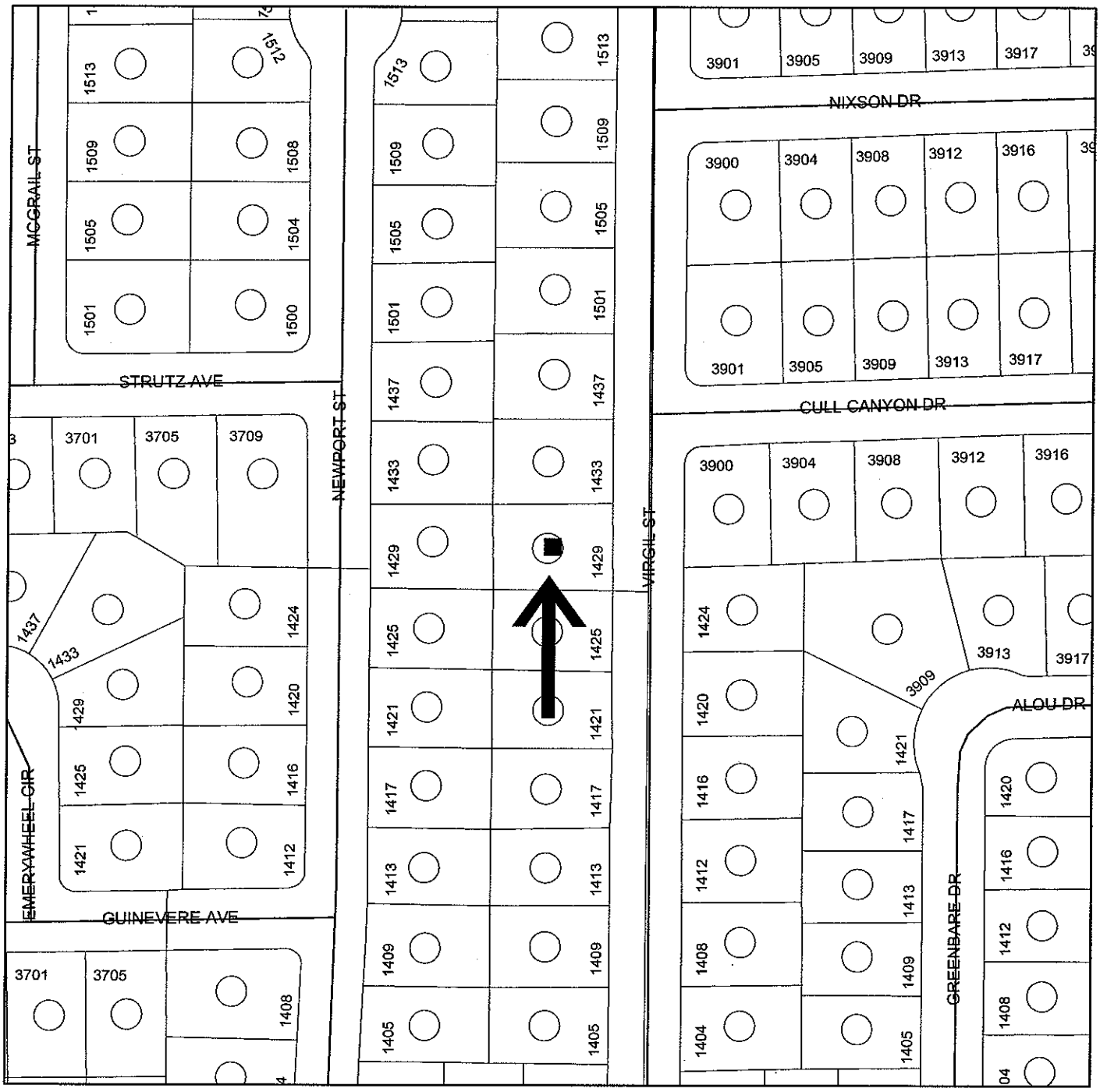
American Demolition completed work on August 31, 2009 at a cost of $1,409; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $3,994.35.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of 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.

1429 VIRGIL STREET
CROSS STREETS OWENS///PECOS

City of Las Vegas Vicinity Map



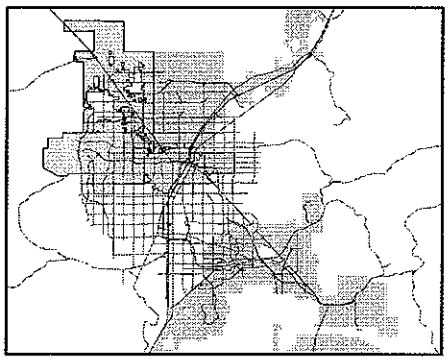
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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1429 VIRGIL STREET
CROSS STREETS OWENS///PECOS

City of Las Vegas Vicinity Map





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PLANNING & DEVELOPMENT

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 27, 2009

Re: Report of Expenses for the abatement of nuisance located at 1429 Virgil Street - 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 removing all trash, debris, high or dead vegetation, non-permitted metal shed and carport, and posting a "No Trespass" sign. The abatement was completed by American Demolition on August 31, 2009 at a cost of $1,409.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash and debris	$350.00
Remove all high or dead vegetation	$300.00
Remove non-permitted shed and carport	$750.00
Post "No Trespass" sign	$9.00
AMOUNT DUE:	$1,409.00
Administrative Processing Fee:	$211.35
Sub-Total:	$1,620.35
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,994.35**
Daily Civil Penalties – 52 days @ $500 a day (excluding civil penalty fees already assessed) July 11, 2009 to August 31, 2009	**$24, 550.00**
MAXIMUM TOTAL:	**$28,554.35**
OWNER OF RECORD:	WILLIAM M. MARSHALL
PROPERTY ABATED:	1429 VIRGIL ST
ASSESSOR PARCEL:	140-30-111-058
LEGAL DESCRIPTION:	NOVA PARK UNIT #3
	PLAT BOOK 23 PAGE 35
	LOT 9 BLOCK 5

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	Jack Praeppich	4516 W. Diablo #E108 Las NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: Jack Praeppich

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4376-1

Artilur Williams

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

NOVEMBER 18, 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 18, 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 **1429 VIRGIL STREET.** The Director of Neighborhood Services certifies that the sum of **$3,994.35** was expended and Civil Penalties in the sum of **$26,000.00** may be imposed for a total of **$29,994.35.** Owner of record at time of abatement: **WILLIAM M. MARSHALL - 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 78886 CODEENF **02328-23**

Address: **1429 VIRGIL ST**

CITZ

VACANT HOUSE - WEEDS TALL & DRY (FIRE HAZARD). ROOFING STARTING TO COME OFF; PART OF PROPERTY IS OPEN & ACCESSIBLE

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
14030111058	0.16 ACRE	NOVA PARK UNIT #3

Owner Information:

28-Aug-02	06-Aug-09	MARSHALL WILLIAM M
		1429 VIRGIL ST; LAS VEGAS, NV 89110-1141
06-Aug-09		TRUSTEE CLARK COUNTY TREASURER % MARSHALL WILLIAM M
		1429 VIRGIL ST; LAS VEGAS, NV 89110-1141
10-Aug-02	28-Aug-02	TRUSTEE CLARK COUNTY TREASURER
		1429 VIRGIL ST; LAS VEGAS, NV 89110-1141

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
960392	Failed	6/12/2009	06/12/2009 10:05	06/12/2009 10:18	13
960392	Failed	6/23/2009	06/25/2009 13:41	06/25/2009 13:47	6
960392	Failed	7/8/2009	07/02/2009 7:50	07/02/2009 7:50	0
960392	Failed	7/15/2009	07/15/2009 14:07	07/15/2009 14:08	1
960392	Failed	7/23/2009	07/23/2009 10:02	07/23/2009 10:07	6
960392	Failed	8/5/2009	08/05/2009 11:41	08/05/2009 11:41	1
960066	Passed	8/6/2009	08/26/2009 11:55	08/26/2009 11:55	0
				Time in Minuets:	27

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AN-006	7/15/2009	8/26/2009	
Remove all high vegetation over 8" from all visible areas of property. Maintain at all times.			
AB-004	7/15/2009	8/26/2009	
Remove non-permitted shed and carport in rear yard. Both are in deteriorated condition and do not meet setback.			
A-NUISVACANT	7/15/2009	8/26/2009	
Property is a vacant property, creating a public nuisance.			
AN-003	7/15/2009	8/26/2009	
Remove all refuse and waste from all areas of property. Maintain at all times. Presently on site: piled debris, wood, dieteriorated non-permitted shed, piled debris within non-permitted detached carport and dead vegetation.			

Log

Type:	*Date:*	*Employee:*	*Min:*
MEET	10/29/2009 1:37:00 PM	LAURA DEARMOND	0
Ld) Scheduled to go before Council on November 18, 2009			
LETTER	10/29/2009 1:37:00 PM	LAURA DEARMOND	0
Ld) Report of expense letter and memo mailed to property owner both certified and regular mail.			

REFER	10/9/2009 7:07:00 AM	ANTHONY GUARINO	0
21)refer to office staff for CC agenda			
MISC	9/3/2009 3:50:00 PM	LAURA DEARMOND	1
Ld) $1,409 PAID TO AMERICAN DEMOLITION			
VIDPST	8/26/2009 11:32:00 AM	ANTHONY GUARINO	0
21)post video and photos done in cc items file			
VIDPRE	8/19/2009 7:39:00 AM	ANTHONY GUARINO	0
21)pre video and photos done in cc items file			
BIDA	8/13/2009 1:14:00 PM	LAURA DEARMOND	0
Ld) BID AWARDED TO AMERICAN DEMOLITION			
EMAIL	8/10/2009 1:00:00 PM	LAURA DEARMOND	0
Ld) SENT EMAIL TO DEVIN FOR APPROVAL REQUISITION #156027 $1,409 TO AMERICAN DEMOLITION			
MEET	8/6/2009 7:18:00 AM	ANTHONY GUARINO	0
21)ok to proceed with abatemente			
LETTER	7/27/2009 1:00:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED & REGULAR LETTERS TO OWNER Trustee Clark County Treasurer c/o William M. Marshall 1429 Virgil Street Las Vegas, NV 89110-1141 RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD			
MISC	7/24/2009	ELIZABETH DOUGLAS	0
PLACED N & O RECORDED 7/23/09 IN FILE.			
RECORD	7/23/2009 2:18:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance N&O dated July 20, 2009 at Clark County. Recorded in Book: 20090723 Inst: 02407			
NOTICE	7/21/2009 7:30:00 AM	LAURA DEARMOND	0
Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Trustee Clark County Treasurer c/o William M. Marshall 1429 Virgil Street Las Vegas, NV 89110-1141			
BIDR	7/21/2009 7:00:00 AM	LAURA DEARMOND	0
Ld) RECEIVED BIDS (1) AMERICAN DEMOLITION $1,409 (2) WEAVER $1,420 (3) DISASTER KLEEN-UP $2,250 (4) NDX $3,849			
NOTICE	7/20/2009 7:00:00 AM	LAURA DEARMOND	0
Ld) SENT NUISANCE N&O TO COMPLY TO NEW OWNER Trustee Clark County Treasurer c/o William M. Marshall 1429 Virgil Street Las Vegas, NV 89110-1141			
BIDS	7/16/2009 1:51:00 PM	LAURA DEARMOND	0
Ld) FAXED BID TO CONTRACTORS, DUE BACK 7-20			
BIDS	7/15/2009 2:25:00 PM	ANTHONY GUARINO	0
21)refer to office for bids			
LETTER	7/9/2009 3:41:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED & REGULAR LETTERS TO OWNER William M. Marshall 1429 Virgil Street Las Vegas, NV 89110-1141 RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD			
RECORD	7/2/2009 9:51:00 AM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance N&O dated July 1, 2009 at Clark County. Recorded in Book: 20090702 Inst: 00636			
NOPOST	7/2/2009 6:56:00 AM	STEPHANIE DEMOLEAS	0
17) Posted on site, no change. Pix, assess fee $180 plus $300. cb 7/15			
NOTICE	7/1/2009 11:11:00 AM	LAURA DEARMOND	0
Ld) SENT NUISANCE N&O TO COMPLY TO OWNER William M. Marshall 1429 Virgil Street Las Vegas, NV 89110-1141			
NOREQ	6/29/2009 8:22:00 AM	ANTHONY GUARINO	0
21)refer to office			
NOREQ	6/26/2009 7:06:00 AM	STEPHANIE DEMOLEAS	0
17) To 21 with pix			
MISC	6/26/2009 7:04:00 AM	STEPHANIE DEMOLEAS	0
17) Complainant (ANON) also wanted deteriorated roof addressed. Since residence is vacant it can be repaired prior to new occupancy as determined by inspection at that time.			

CASENO 78886 CODEENF **02328-23**

RESEAR	6/13/2009 8:33:00 AM	STEPHANIE DEMOLEAS	0

17) Unable to find any bank information through MERS or alternate address for owner: William Marshall

RESEAR	6/12/2009 10:18:00 AM	STEPHANIE DEMOLEAS	0

17) In default with 1st American

Time in minuets: **1**

APN 140-30-111-058
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **WILLIAM M. MARSHALL**
(Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-30-111-058**
Commonly known as: **1429 Virgil Street**
Legal Description: **NOVA PARK UNIT #3**
PLAT BOOK 23 PAGE 35
LOT 9 BLOCK 5

On **August 13, 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 **$3,994.35** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$24,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$28,554.35** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **November 18, 2009** ordered the above charges in the amount of **$28,554.35**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, 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, MMC, City Clerk

Subscribed and sworn to before me this ____ day of November, 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 # - 78886

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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 1410 Pacific Street in the amount of $3,261.80 (General Fund) and assess a maximum of $47,550 in daily civil penalties. PROPERTY OWNER: IRENE WELDIN - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,261.80
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to remove all trash, debris, fence, shed, and high vegetation. To date, there have been seven (7) inspections conducted at this location. The value of the property is not available.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $772 invoice for American Demolition services in addition to other fees assessed for a total of $3,261.80 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 18, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1410 Pacific Street in the amount of $3,261.80 (General Fund) and assess a maximum of $42,550 in daily civil penalties. PROPERTY OWNER: IRENE WELDIN – Ward 3 (Reese)

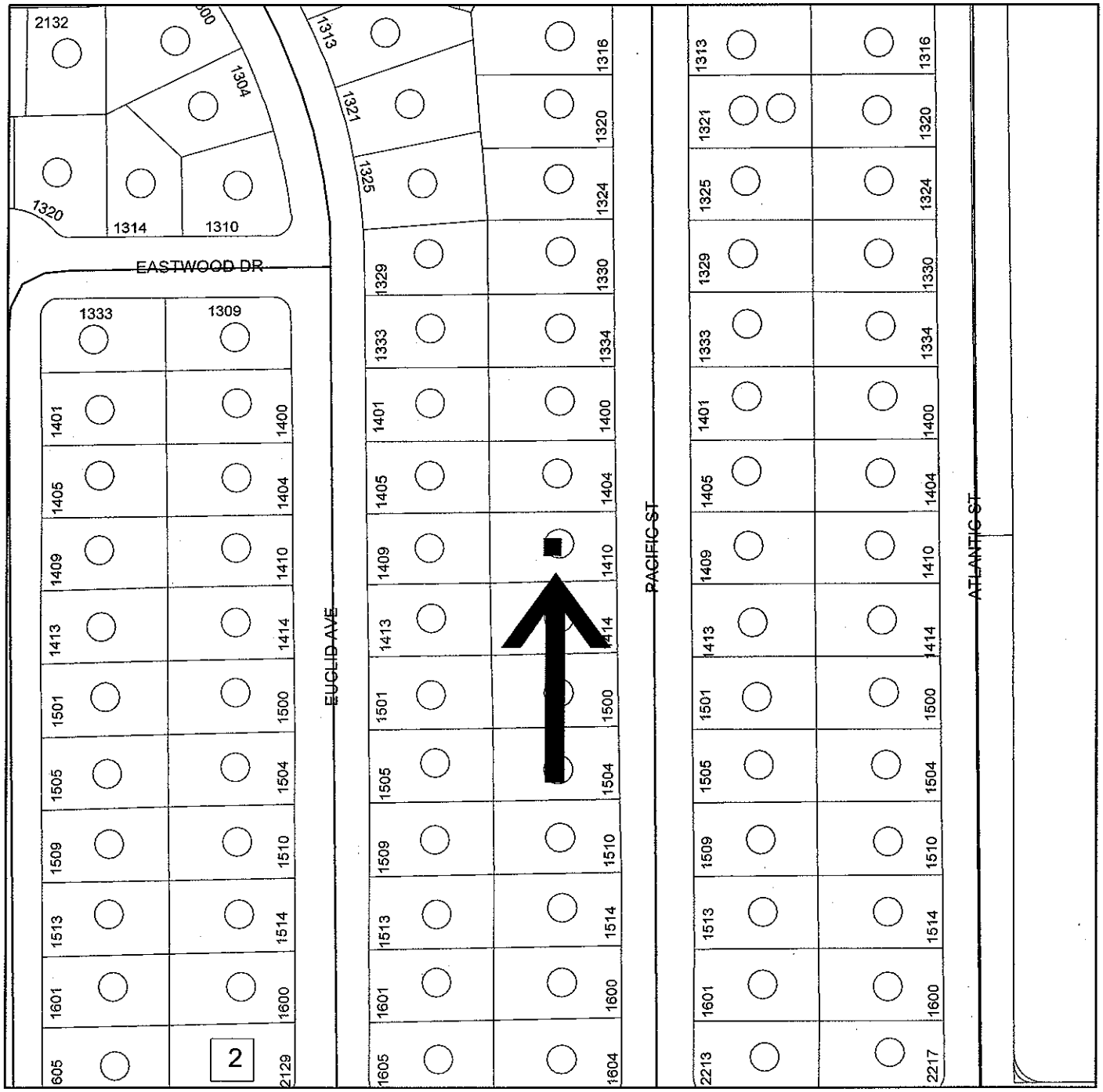
American Demolition completed work on September 16, 2009 at a cost of $772; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $3,261.80.

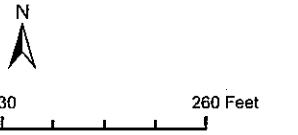
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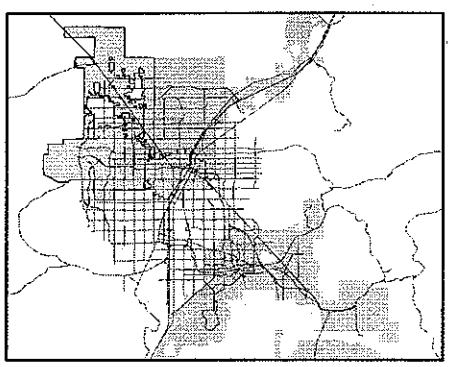
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1410 PACIFIC STREET
CROSS STREETS EASTERN///OAKEY

City of Las Vegas Vicinity Map





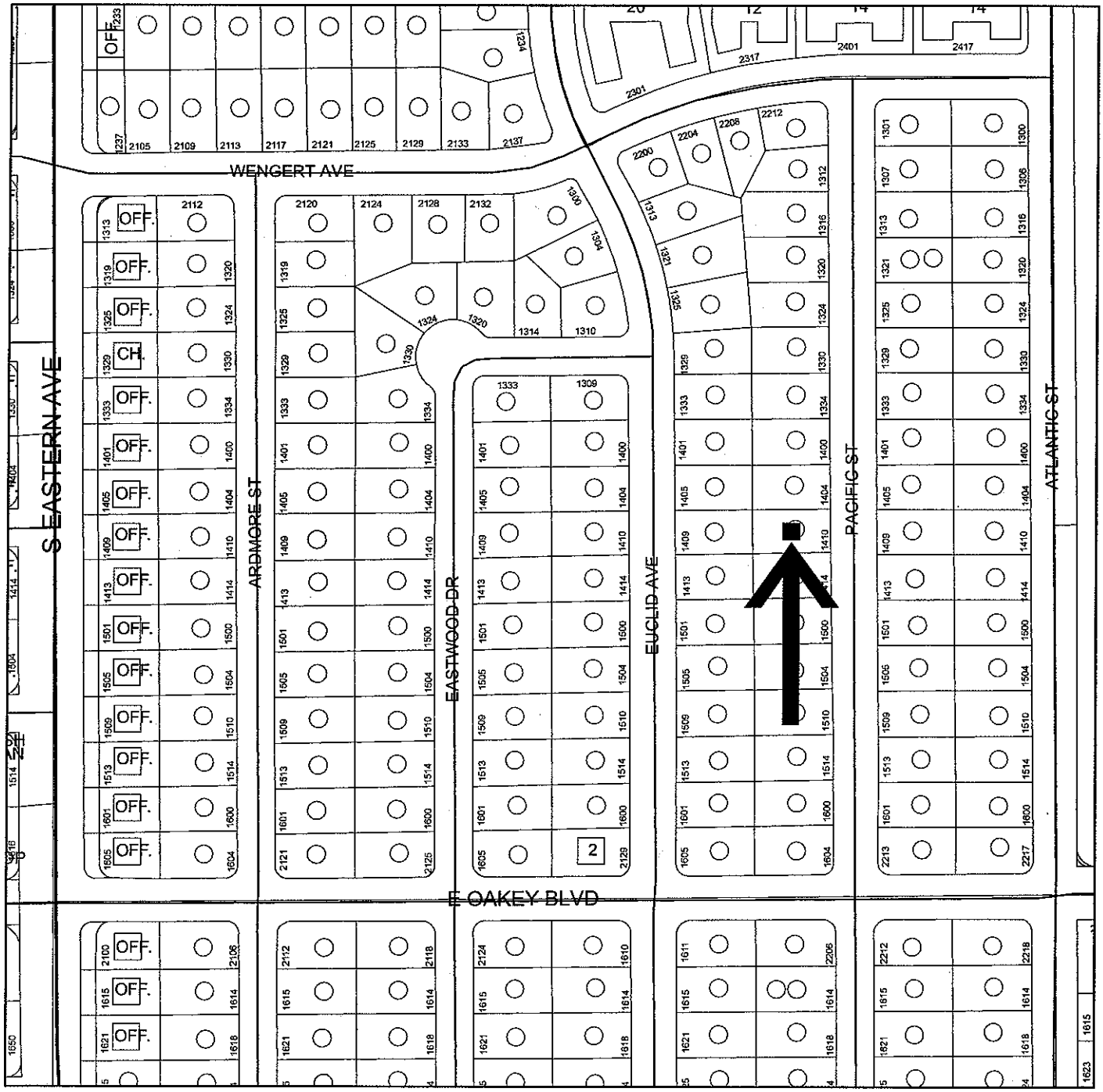


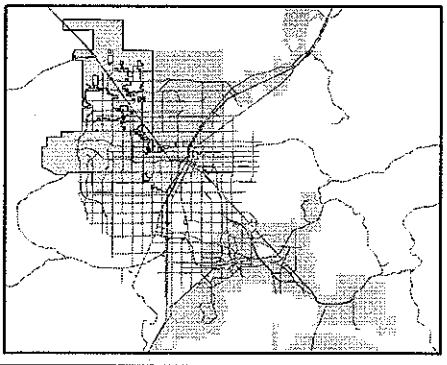
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PLANNING & DEVELOPMENT

1410 PACIFIC STREET
CROSS STREETS EASTERN///OAKEY

City of Las Vegas Vicinity Map





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PLANNING & DEVELOPMENT

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 29, 2009

Re: Report of Expenses for the abatement of nuisance located at 1410 Pacific Street - 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 removing trash, debris, fence, shed, and high vegetation. The abatement was completed by American Demolition on September 16, 2009 at a cost of $772.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove and dispose of fallen wood fence	$225.00
Remove shed in rear yard	$99.00
Remove all trash and debris	$249.00
Remove all high vegetation	$199.00
AMOUNT DUE:	$772.00
Administrative Processing Fee:	$115.80
Sub-Total:	$887.80
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,261.80**
Daily Civil Penalties – 88 days @ $500 a day (excluding civil penalty fees already assessed) June 21, 2009 to September 16, 2009	**$42, 550.00**
MAXIMUM TOTAL:	**$45,811.80**
OWNER OF RECORD:	IRENE WELDIN
PROPERTY ABATED:	1410 PACIFIC ST
ASSESSOR PARCEL:	162-01-210-136
LEGAL DESCRIPTION:	EASTWOOD TRACT #1 AMD
	PLAT BOOK 3 PAGE 80
	LOT 24 BLOCK 6

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	Jack Praskovich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

_____
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 18, 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 18, 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 **1410 PACIFIC STREET.** The Director of Neighborhood Services certifies that the sum of **$3,261.80** was expended and Civil Penalties in the sum of **$42,550.00** may be imposed for a total of **$45,811.80.** Owner of record at time of abatement: **IRENE WELDIN - 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 75789 CODEENF **02527-42**

Address: **1410 PACIFIC ST** **CITZ**

Vacant house since we had snow in the valley, Trash all over the place, especially in the back yard. Back door is shut, not locked.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
16201210136	0.14 ACRE	EASTWOOD TRACT #1 AMD

Owner Information:

10-Aug-02	WELDIN IRENE
	1410 PACIFIC ST; LAS VEGAS, NV 89104-4049

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
940269	Failed		3/20/2009	03/24/2009 13:12	03/24/2009 13:22	10
940269	Failed		4/6/2009	04/20/2009 8:44	04/20/2009 8:50	6
984692	Failed		5/19/2009	05/05/2009 13:35	05/05/2009 13:40	5
984692	Failed		6/2/2009	06/11/2009 10:50	06/11/2009 10:58	9
984692	Failed		6/22/2009	06/22/2009 10:37	06/22/2009 10:43	6
960392	Passed	Partial	7/18/2009	07/18/2009 14:16	07/18/2009 14:18	2
984692	Passed		7/28/2009	08/27/2009 13:10	08/27/2009 13:15	5
960066	Passed		9/8/2009	09/21/2009 10:23	09/21/2009 10:23	0
					Time in Minuets:	43

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-WEEDS	3/20/2009		Front yard
High weeds/grass			
A-REFUSE/WST	3/20/2009		Front yard
Wood			
A-STORAGE	3/20/2009		Back yard
households,furniture,couch,lamps,clothes			

Log

Type:	*Date:*	*Employee:*	*Min:*
MEET	10/29/2009 1:35:00 PM	LAURA DEARMOND	0
Ld) Scheduled to go before Council on November 18, 2009			
LETTER	10/29/2009 1:33:00 PM	LAURA DEARMOND	0
Ld) Report of expense letter and memo mailed to property owner both certified and regular mail.			
REFER	10/9/2009 7:09:00 AM	ANTHONY GUARINO	0
21)refer to office staff for CC agenda			
MISC	9/22/2009 11:13:00 AM	LAURA DEARMOND	0
Ld) $772 PAID TO AMERICAN DEMOLITION			
DIRECT	9/21/2009 10:22:00 AM	ANTHONY GUARINO	0
21)property now done/pay invoice/ close/ hold for lien			

DIRECT	9/17/2009 2:23:00 PM	ANTHONY GUARINO	0

21)went to do post video- still a peice of furniture/wood in rearyard-called American demo left message for Ladonna.do not pay invoice,work not complete.

VIDREQ	9/16/2009 10:36:00 AM	LAURA DEARMOND	0

Ld) SPOKE WITH LADONNA FROM AMERICAN DEMOLITION, ABATEMENT IS COMPLETED, SENT VIDEO REQUEST EMAIL TO #21

VIDPRE	9/9/2009 3:04:00 PM	ANTHONY GUARINO	0

21)pre video and phots done in CC Items file

VIDREQ	9/8/2009 1:22:00 PM	LAURA DEARMOND	0

Ld) RECEIVED AMERICAN DEMOLITION START DATE 9-11 FAX & SENT VIDEO REQUEST EMAIL TO #21

BIDA	9/8/2009 8:52:00 AM	LAURA DEARMOND	0

Ld) BID AWARDED TO AMERICAN DEMOLITION (PO #274310)

MEET	8/28/2009 9:58:00 AM	ANTHONY GUARINO	0

21)ok to proceed with abatement refer to LD

MISC	7/17/2009 9:31:00 AM	LIDIA MCKENZIE	0

LM) MAILED OUT 10-DAY BEFORE ABATEMENT TO OWNER OF RECORD AND COPY TO BAC HOME LOANS. TO #21 FOR POSTING. C/B 7/27/09

BIDR	7/16/2009 8:24:00 AM	LIDIA MCKENZIE	0

LM) BIDS RECEIVED & SCANNED: (1) AMERICAN DEMOLITION= $772; (2) BALDWIN DEVELOPMENT= $890; (3) CGI= $1,350; (4)WEAVER CONSTRUCTION= $1,575; (5) NDX= $1,749.

BIDS	7/13/2009 3:09:00 PM	LIDIA MCKENZIE	0

LM) BID REQUESTS RE-SENT TO ALL CONTRACTORS; DUE 7/16/09

BIDR	7/9/2009 3:08:00 PM	LIDIA MCKENZIE	0

LM) RECEIVED BID FROM WEAVER CONSTRUCTION @ $1,575. WILL RE-SUBMIT REQUEST.

BIDS	7/6/2009 2:18:00 PM	LIDIA MCKENZIE	0

LM) SENT OUT BIDS REQUEST TO ALL CONTRACTORS - DUE 7/9/09

BIDS	7/6/2009 9:22:00 AM	ANTHONY GUARINO	0

21)refer to office with bid sheet

RECORD	6/22/2009 6:42:00 AM	JESSICA LARRAMENDY	0

JL) Recorded Nuisance N&O dated June 11, 2009 at Clark County. Recorded in Book: 20090622 Inst: 03692.

MISC	6/19/2009 1:51:00 PM	LIDIA MCKENZIE	0

lm) cert card address to BAC HOME LOANS SEVICING, 1800 TAPO CANYON RD, SIMI VALLEY CA. received by NELSON A. HERNANDEZ.

RESEAR	6/18/2009 1:15:00 PM	ANTHONY ROGERS	10

33) Spoke with John Wildrick, 972 312-2780 who is with Country Wide listed on MERS, advise home is paid in full.

NOTICE	6/11/2009 9:11:00 AM	LIDIA MCKENZIE	0

AFTER OK/REVIEW BY #19 - MAILED N&O TO OWNER: IRENE WELDIN @ 1410 PACIFIC ST., LV 89104 PLUS ADDITIONAL MAILINGS. TO #33 FOR POSTING; JL FOR RECORDING. C/B 6/22

PHONE	6/10/2009 1:40:00 PM	ANTHONY ROGERS	5

33) made with bank or realtor of any contact.

PHONE	6/10/2009 1:40:00 PM	ANTHONY ROGERS	5

33) Spoke with Tammy Garret, 575-4215, regarding this case, advised owner decease, reverse mortgage is interested in buying house and doing clean up of property if can do to take money off for down if bank is contacted advised would advise if contact is

NOREQ	5/26/2009 9:05:00 AM	ANTHONY ROGERS	40

33) Prepared case for 19 to revie for Notice and Order, 21 out this week for surgery.

INSP	5/5/2009 1:35:00 PM	ANTHONY ROGERS	5

33) No change in the property, Have received information that previous mortgage company was One Reverse Mortgage, Kristine Seaforth, 858-652-5959, called left message no response per 21 go forward on Notice and order.

INSP	4/20/2009 8:44:00 AM	KARAN CROSIER	-524

32)$120.00 Fee today, took pics.Nothing done. C/N left on house and mailed to owner and One Reserve Mortgage at 9740 Scranton Road Ste #300 San Diego, CA 92121. C/B 4/27/09

PHONE	3/26/2009 6:40:00 AM	LORI HAGEMAN	50

32) One reserve mortgage called me back and stated Ever Home Mortgage Company 1-800-669-9721 is servicing company Called them and they said NO called One Reserve Mortgage back and someone will get back to me

RESEAR	3/24/2009 4:01:00 PM	LORI HAGEMAN	22

32) Owner deceased had a reverse mortgage- One Mortgage Network INC now One Reverse Mortgage 1-800-736-1642 called them and they will do some research and get back to me

INSP	3/24/2009 1:12:00 PM	KARAN CROSIER	10

32)Wood in front yard.appears Vacant.Some high weeds/grass. Backyard-Households, furniture, couch, lamps, clothes. Shed not secured. House secured,excet for storage room. No way to lock door, took pics. Left C/N on house, mailed to assesors. C/B 4/6/09

Time in minuets: -377

APN 162-01-210-136
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **IRENE WELDIN**
(Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**162-01-210-136**
Commonly known as:	**1410 Pacific Street**
Legal Description:	**EASTWOOD TRACT #1 AMD**
	PLAT BOOK 3 PAGE 80
	LOT 24 BLOCK 6

On **September 16, 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 **$3,261.80** 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 **$42,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$45,811.80** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **November 18, 2009** ordered the above charges in the amount of **$45,811.80**, 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, MMC, 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, MMC, City Clerk

Subscribed and sworn to before me this ____ day of November, 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 # - 75789

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Public Hearing on local improvement district for Special Improvement District No. 1511 - Farm Road (Virginia Dale Street to Tule Springs Road) ($76,002.20 - Capital Projects Fund - Special Assessments) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $76,002.20
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the installation of pavement, curb and gutter, sidewalks, driveway approaches and street lights.

RECOMMENDATION:
Public hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2010-1 for City of Las Vegas, Nevada, Special Improvement District No. 1511 – FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on October 21, 2009, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1511 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

FARM ROAD (SOUTH SIDE) – between Virginia Dale Street and Tule Springs Road (80-foot right-of-way)

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot basis, provided those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the streets or streets being improved which also abut the cul-de-sac. The property owner will be assessed for the cost of pavement section, curb, gutter, sidewalks, driveway approaches and streetlights, where not already existing. Property owners who have been conditioned, by initiation of development plans, by City Council to install half-street improvements have been assessed for a half-street pavement section. The owners of property who elect to have water or sewer installed will be assessed on a per service or unit lot method for the installation of sewer laterals or water laterals. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, November 18, 2009, at 9:00 a. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in

writing with the City Clerk, on or before Friday, November 13, 2009, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in forty (40) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City shall provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment

bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the “Index of Twenty Bonds”, which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties, at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Director of Finance and Business Services) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City for the assessments. A person desiring to apply for a hardship determination shall file an application no later than November 13, 2009, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this 21st day of October, 2009.

BEVERLY K. BRIDGES, CMC
City Clerk

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

DEPARTMENT: METROPOLITAN POLICE
DIRECTOR: AREA COMMAND ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 2001 Fremont Street, Unit 114. PROPERTY OWNER: HAROLD G. SWEET JR. - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a chronic nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 and 9.040.020, dealing with nuisances. A Notice and Declaration of Chronic Nuisance was mailed to the property owners to correct the nuisance per Title 9.04.010 and 9.040.020. Today's hearing is to consider the Appeal to the Notice and Declaration of Chronic Nuisance filed by Harold G. Sweet Jr., property owner and responsible party.

RECOMMENDATION:
That the City Council approve the Notice and Declaration of Chronic Nuisance.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Notice and Declaration of Chronic Nuisance
4. Appeal Letter from Appellant
5. Notice of Appeal

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: November 18, 2009
DEPARTMENT: Metropolitan Police
ITEM DESCRIPTION: Hearing to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 2001 Fremont Street, Unit 114.
PROPERTY OWNER: HAROLD G. SWEET JR. - Ward 3 (Reese)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 and 9.040.020, dealing with nuisances. A Notice and Declaration of Chronic Nuisance was sent to the property owners requesting they correct the nuisance per Title 9.

On October 15, 2009, a Search Warrant was served at 2001 Fremont Street, Unit 114 by the Las Vegas Metropolitan Police Departments Dowtown Area Command Problem Solving Unit. The Warrant was the result of Narcotics being sold out of Unit 114.

Property owner was requested to take any and all steps necessary to abate the above nuisance immediately. The deadline date given to correct and abate this nuisance was November 6, 2009. The following actions were suggested:

- Immediate Eviction of tenants at 2001 Fremont, Unit 114

- Immediate Eviction of all future problem tenants; especially including those involved in criminal activity

- Background checks on future tenant

- More active role of the managers and property owners in managing the property.

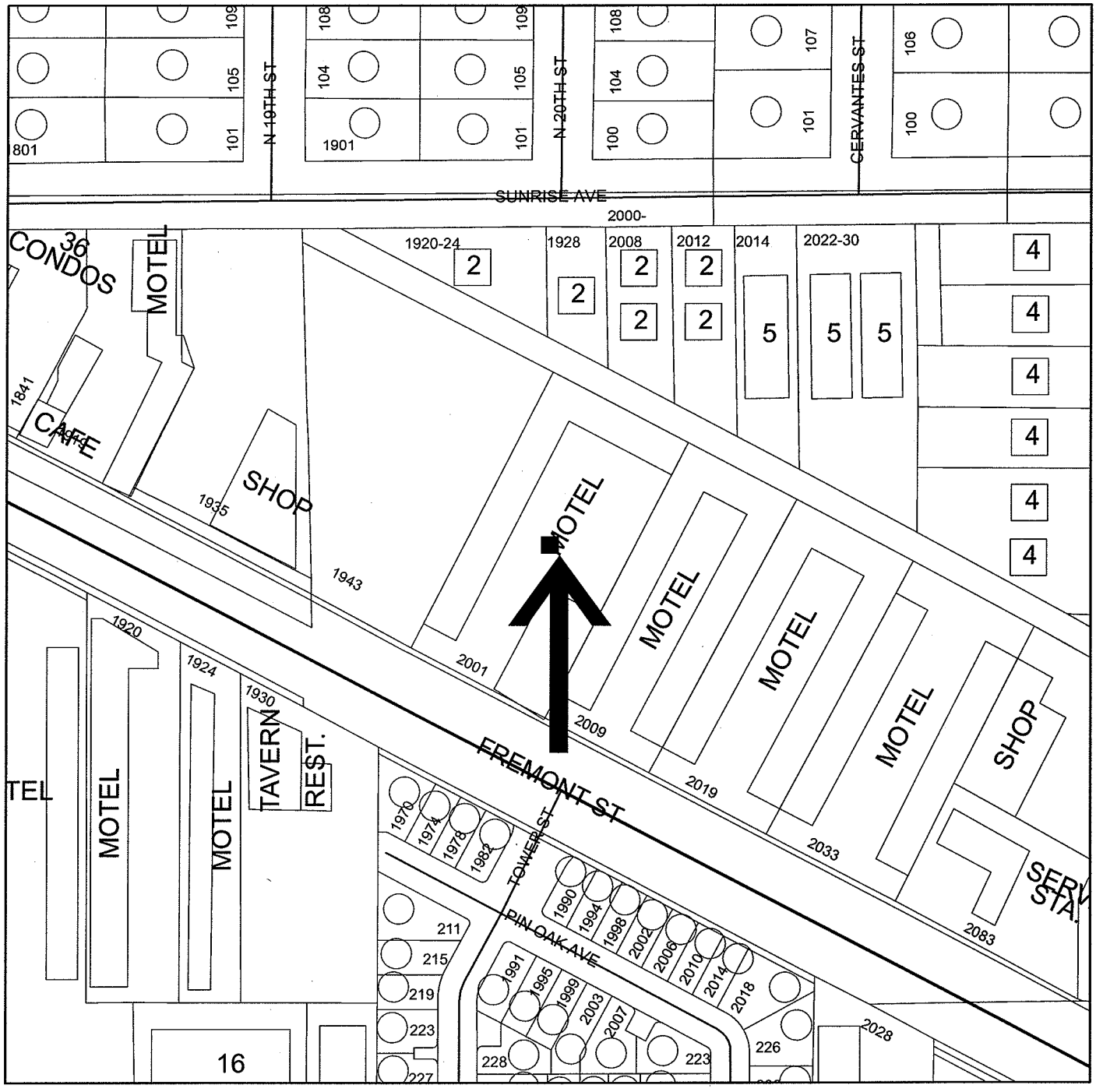
- Better screening of potential tenants

This conduct constitues a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance.

1) Shall be guilty of a misdemeanor; or
2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.
(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.

2001 FREMONT STREET
CROSS STREETS CHARLESTON//EASTERN

City of Las Vegas Vicinity Map

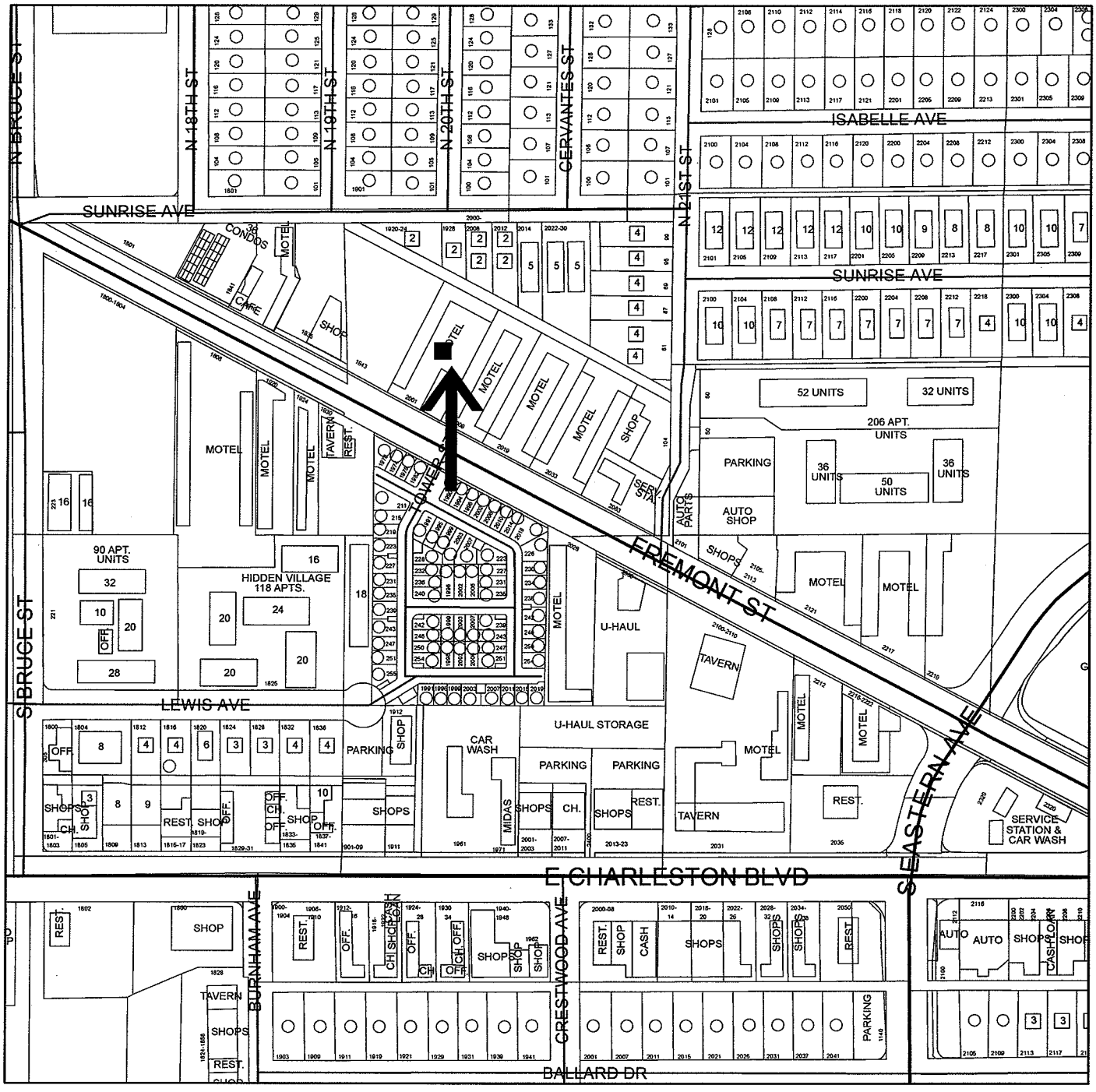


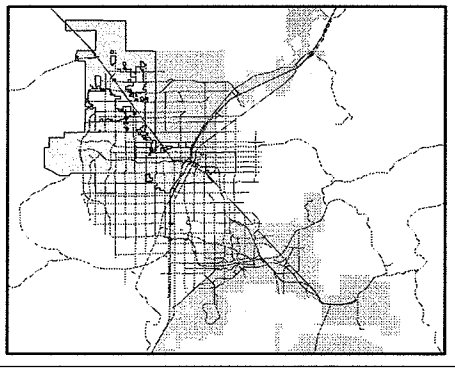
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

2001 FREMONT STREET
CROSS STREETS CHARLESTON//EASTERN

City of Las Vegas Vicinity Map





N

0 165 330 660 Feet

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

NOTICE AND DECLARATION OF CHRONIC NUISANCE

Date: 10/27/09
To: Harold Sweet
2001 Fremont
Las Vegas, NV 89101

In Response
Please Reply To:
Officer J. Oaks
Officer D. Nunez
Phone#828-4348

PLEASE TAKE NOTICE, the following conduct occurred on the premises commonly known as 2001 Fremont, #114, Las Vegas, NV, 89101.

X On October 15, 2009 under Event# 091015-2152 a search warrant was served at 2001 Fremont, #114, by the Downtown Area Command's Problem Solving Unit. The search warrant was in reference to Narcotics being sold from the room. As a result of the Search Warrant Officers recovered .1 grams of Cocaine, 3.0 grams of Marijuana and 40 Hydrocodone pills from inside the room. The following actions are suggested:

- **Immediate Eviction of tenants at 2001 Fremont, #114**
- **Immediate Eviction of all future problem tenants; especially including those involved in criminal activity.**
- **Background checks on future tenant**
- **More active role of the property owner in managing the property.**
- **Better screening of potential tenants**

This conduct constitutes a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

(1) Shall be guilty of a misdemeanor; or

(2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.

(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.

REQUEST FOR ABATEMENT

YOU ARE HEREBY requested to take any and all steps necessary to abate the above nuisance IMMEDIATELY. You have until 11-06-09 to correct and abate this nuisance. I can assist you with suggestions and alternatives that may help in abating this nuisance. Please contact me upon receipt of this notice so that the appropriate corrective actions can begin. Failure to abate this nuisance will result in the implementation of any and all remedial measures available to the City of Las Vegas under Title 9 of the Las Vegas Municipal Code, including civil fines and criminal prosecution. If you wish to appeal this notice, see Las Vegas Municipal Code 9.04.070, attached hereto.

Officer Daniel Nunez

cc Councilman Gary Reese
City Attorney

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

9.04.070 Appeal procedures.

Within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. Any owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

DATE: 11/05/09 Page 1 of 1

TO: City Las Vegas city clerks office

FROM: Harold Sweet JR.

RE: Appeal Notice and Debaration of chronic Nuisance

Event # 09/015-2152 DATE October 15, 2009

2009 Fremont.

Please set a date for hearing city council meeting. Thank you.

RECEIVED
CITY CLERK
2009 NOV -5 P 2:09

Harold Sweet Jr. 11/5/09

cc: Office R. Nunez

mmostd2

DATE: NOVEMBER 03, 2009. Page 1 of 2

TO: Officer, Daniel Nunez.

FROM: Harold Sweet JR.

RE: Rm#114. DARRELL Telani Thompson Event#0910LS-2152.

The voluntary statement from Harold Sweet Jr. in accordance to the incident in Room#114, Darrell J. Thompson as follows:

1). Tenant Darrell J. Thompson was registered in Rm#114 on Oct 14, 2009 by Harold Sweet, JR. owner.

2). On Oct 15, 2009 at 11:00 Am. check out time, Tenant told Harold, he will be back to pay the rent after few hours later. He did not return the key's of Rm#114 to Harold Sweet.

3). On Oct 15, 09. before 10:00 P.m, I just remember to send my handyman, Jose to collect rent from #107 & 108. & check Room #114

4). On Oct 15, 09. after 10:00 P.m, one officer walked in my office He asked me to all the tenants registration Cards. I showed him all the cards except Rm#114, because of at that time, I did not know, Tenant Darrell J. Thompson was back to Rm#114. My handman, Jose handed me the partial payment of 30 dollar when the officer was present in my office. the officer, he did not allow me to look at on the

CC:

mmostd2

DATE: _____

TO: _____

FROM: _____

RE: _____

the room #114 in my registration list. He told me he is going to check all rooms without showing me, he had a search warrant at that time.

5). On Oct 16, 2009, about 2:00 Am in the morning, the officer told me, he will take Tenant to jail, He asked me to lock out all people in Rm #114. I changed the lock immediately.

6). On Oct 16, 2009 at 8:00 A.M, The father & elder brother, they complained they paid 30 partial rent. they request to change another room. I didn't want to refund the money I put them in Rm #111 until C check out time.

7). On Oct 16, 2009. at 5:00 P.M. in the evening, the same officer asked me who was in Rm #111. I shown him the room was register in Allen, Ashley Saline, I also asked the officer, Can I re-rent to them. He said, it is between you and the Tenant. He will not get involved. I also fax I.D.L. for Rm #114. No one informed me I can not re-rent to Thompson J. until I received the register letter from City of Las Vegas after I received the letter, I will not re-rent to Darrell J. Thompson no more. mmostd2

The above statement are true and correct.

Harold Sweet Jr. Owner & manager of Safari Motel

C.C. Copies of registration List
Copies of registration Card
Copy of I.D.L.
Copy of Search Warranty

Wed Oct. 14, 2009

ROOM	AMOUNT	TENANT NAME	DATE IN	DATE OUT	RATE	COMMENTS
101						
102						
103						
104						
105	=	Clean.	—			
106	M/575	Chris Black	10-1-09	11-1-09		
107	D/35	Oscar Wilson	10-14-9	10-15-9	40	~~DUE 35+95~~ 90
108	D/45	Mary S.	10-14-9	10-15-9		DUE 45+240
109	W/165	Colleen Codd	10-14-09	10-21-09	165	Paid
110						
111						
112	—	Repair.	—			
113		—	NO	ROOM	—	
114	D/45	Thompson J.	1014-9	10-15-9	45	Paid
115	D/45	AVERY/NINA	10-14-9	10-15-9	45	Paid
116						
117						
118						
119						
120						
121						
122						
123	=	=				
124	W/150	Charles Jones	10-13-09	10-20-09		

REGISTRATION CARD

NAME Thompson Jelani

STREET

CITY STATE ZIP CODE

Company

Car License State No. In Party 1

GUEST NOTICE: This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

X

DAYS OCCUPIED

S	M	T	W	T	F	S

Date 10-18-09

Rate 45

Total 45

Tax (if any)

Amount Paid 45

National Hospitality Supply, Inc. 1-800-526-8224 Form No. NHRC1

ROOM 114

NAME Thompson Jelani Darrell

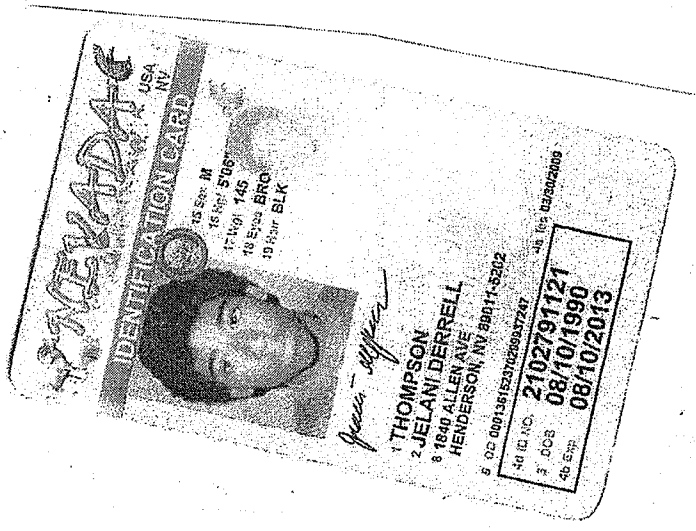
THIS IS YOUR RECEIPT

ROOM	RATE	DATE	AMT.PAID	RECEIVED BY
114	45	10/18/09	45	

THANK YOU

114

5.00 Key Deposit



Thurs Oct 15, 2009

	ROOM	AMOUNT	TENANT NAME	DATE IN	DATE OUT	RATE	COMMENTS
	101						
	102						
rent	103	D/40	Tracy Q	10-15-9	10-16-9	20 20	owes 20 LD
rent-	104						
rent-	105	W/150	ARTHUR L. COOK	10-15-09	10-22-09	150	paid
	106	M/575	Chris Bleck	10-1-09	11-1-09		
	107	D/35	Oscar Wilson	10-15-9	10-16-9		DUE-35+90
	108	D/45	Mary S	10-15-9	10-16-9		DUE-45+25
	109	W/165	Colleen Codd	10-14-09	10-21-09		
rent-	110	D/45	AVERY NINA	10-15-9	10-16-9	45	paid
rent-	111						
rent-	112						
	113		—	NO	ROOM	—	
	114		"				NOT PAY
	115						
	116						
rent-	117						
rent-	118	D/45	Rodolfo Lozano	10-15-9	10-16-9	45	paid
	119						
	120						
	121						
	122						
	123	=	=				
	124	W/150	Charles Jones	10-13-09	10-20-09		

Fri Oct 16, 2009

ROOM	AMOUNT	TENANT NAME	DATE IN	DATE OUT	RATE	COMMENTS
101						
102						
103	D/45	Tracey Quigley	10-16-4	10-17-9	30	owes 10
104						
105	W/150	Arthur Cook	10-15-09	10-22-09		
106	M/575	Chris Black	10-1-09	11-1-09		120
107	D/35	Oscar Wilson	10-16-09	10-17-09	40	~~Due 35+125~~
108	D/45	Mary S.	10-16-9	10-17-9		Due -45+285
109	W/165	Colleen Cook	10-14-09	10-21-09		
110						
111	D/45	Allen, ASHLEY	10-16-09	10-17-9	30	owes 15/Fri #116
112						
113						
114	D/50	AMADOR INS.	10-16-09	10-17-09	50	Paid
115						
116	W/185	Kirkendall J.	10-16-09	10-23-09	185	Paid
117	D/40	Delandia Hopes	10-16-9	10-17-09	40	Paid
118	D/45	Montoya Julian	10-16-09	10-17-9	45	Paid
119						
120						
121						
122						
123	=	=				
124	W/150	Charles Jones	10-13-09	10-20-09		

REGISTRATION CARD

NAME Ashland Allen

STREET 4230 SE 26th CT

CITY GRESHAM STATE OR ZIP CODE 97080

Company

Car License State No. in Party 1

GUEST NOTICE: This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

X Ashland Allen

DAYS OCCUPIED

S	M	T	W	T	F	S

Date

Rate

Total

Tax (if any)

Amount Paid

National Hospitality Supply, Inc. 1-800-525-8225 Form No. RR1167

NAME ROOM

THIS IS YOUR RECEIPT

ROOM	RATE	DATE	AMT PAID	RECEIVED BY
11	45	10-16-4	20	M.H.*

THANK YOU

Family. No K.D.

OREGON

IDENTIFICATION CARD

7374435 Expires 06-12-2012

ALLEN, ASHLEY SALINE

NOT A LICENSE TO DRIVE

DOB 06-12-1987 Issue Date 07-08-2008

Endorsements Sex F Record Created 2004

Restrictions Height 5'02" Weight 125

ALLEN, ASHLEY SALINE
4230 SE 26TH CT
GRESHAM, OR 97080

Ashley Allen

NOT A LICENSE TO DRIVE. FOR IDENTIFICATION ONLY.

I.D.L.
IDENTIFY
DETECT
LOCATE

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

IDENTIFY, DETECT, LOCATE LOG SHEET

Property Name: SAFARI MOTEL

Property Address: 2001 E. Fremont ST

Las Vegas NV Telephone: (702)-384-4021

ONCE INFORMATION ON THIS SHEET HAS BEEN CHECKED BY LVMPD, THE DOCUMENT WILL BE SHREDDED.

I.D.L. IDENTIFY, DETECT, LOCATE

Name: DERREL JELANI THOMPSON
Date of Birth: 08/10/1990
Soc. Sec. No.: N/A
D/L No.: 2402791121 State: NEVADA
Veh. Lic. No.: N/A State:
Bldg: Daily Apt.: #114 Date: 10-14-09

I.D.L. IDENTIFY, DETECT, LOCATE

Name: ARTHUR LEE COOK
Date of Birth: 12-23-1965
Soc. Sec. No.: N/A
D/L No.: L2032180 State: MISSOURI
Veh. Lic. No.: N/A State:
Bldg: Weekly Apt.: #105 Date: 10/15/09

I.D.L. IDENTIFY, DETECT, LOCATE

Name: AVERY NINA
Date of Birth: 07-28-1963
Soc. Sec. No.: N/A
D/L No.: 1401188479 State: NEVADA
Veh. Lic. No.: N/A State:
Bldg: Daily Apt.: #115 Date: 10/14/09

I.D.L. IDENTIFY, DETECT, LOCATE

Name:
Date of Birth:
Soc. Sec. No.:
D/L No.: State:
Veh. Lic. No.: State:
Bldg: Apt.: Date:

I.D.L. IDENTIFY, DETECT, LOCATE

I.D.L. IDENTIFY, DETECT, LOCATE

LVMPD EVENT NUMBER 091015-2152

As I am satisfied that there is probable cause to believe that said evidence is located as set forth above and based upon the oral statement of ~~Det.~~/Officer K. McCAFFERY there are sufficient grounds for the issuance of this Search Warrant.

You are hereby commanded to search said premises/vehicle for said property, serving this warrant (**at any hour of the day or night** ~~or~~ **between the hours of 7:00am and** ~~7:00 pm~~) and if the property is there to seize it and leave a written inventory and make a return before me within 10 days.

Dated this 16TH day of OCTOBER, 20 09, at 2022 o'clock ____ m.

Judges Signature (affixed by affiant) STEFANY MICEY

Signed by Det. K. McCAFFERY acting upon oral authorization of Judge MICEY.

Witnessed by Det. I. DiCaro 9005 I. DICARO P#9005

Endorsed this _____ day of _____, 20____.

_____

JUDGE

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

November 5, 2009 CERTIFIED & REGULAR MAIL

Harold Sweet
2001 Fremont Street
Las Vegas, NV 89101

Re: Appeal of the Notice and Declaration of Chronic Nuisance for property located at 2001 Fremont Street, Unit #114

Dear Mr. Sweet:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 18th day of November, 2009, at the hour of 9:00 a.m. This hearing is in response to the Notice of Appeal received by the Las Vegas City Clerk on November 5, 2009, requesting the same, concerning the Notice and Declaration of Chronic Nuisance for property located at 2001 Fremont Street, #114.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

BKB/vwd

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Daniel Still, Deputy City Attorney
Gia Rodriguez, Ward 3 Senior Executive Assistant

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
ADMINISTRATIVE:

Report and possible action on Workforce Connections services, programs, resources and activities by Executive Director, John Ball - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Workforce Connection oversees the implementation of the Workforce Investment Act, which provides funding for employment and training services throughout the Southern Nevada Workforce Investment Act. Workforce Connection is a group of elected and highly motivated individuals whose mission is to get southern Nevada's workforce back on its feet through partnerships with a wide array of employers and agencies dedicated to investing in the future of the community. Workforce Connections serve the cities of Las Vegas, North Las Vegas, Henderson and Boulder City, and the counties of Clark, Lincoln, Nye and Esmeralda and selects the service providers who offer training and employment services to eligible adults, dislocated workers and youth clients. Services are managed and delivered through comprehensive one-stop centers, called Nevada JobConnect. The mission is to develop a world-class workforce through the distribution of funds earmarked for training, apprenticeships and other market driven strategies designed to couple the right workers with the right employers.

RECOMMENDATION:
Accept Report and direct staff if necessary

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action on the six-month review of the financial forecast model and related Fundamental Service Review - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
In response to Council direction during the fiscal year 2010 budget preparation process to keep them informed of the economic downturn and its impact on city operations, staff has prepared a six-month review of the five-year financial forecast. Included in this review will be a presentation and update on the Fundamental Service Review.

RECOMMENDATION:
Receive report and direct staff accordingly

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the Third Amendment to Master Development Agreement between the City of Las Vegas, a political subdivision of the state, City Parkway IV A, Inc., a Nevada non-profit corporation, Office District Parking I, Inc., a Nevada non-profit corporation, LiveWork, LLC, a Delaware limited liability company, FC Vegas 20, LLC, a Nevada limited liability company, and FC Vegas 39, LLC, for the development of the block located on Main Street between Lewis Avenue and Clark Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This amendment will extend the term of the Master Development Agreement and Contingency Period. This amendment also defines the rights and responsibilities of each party and the survival of those rights and responsibilities.

RECOMMENDATION:
Approval and authorize the Mayor and City Manager to execute the amendment.

BACKUP DOCUMENTATION:
1. Third Amendment to Master Development Agreement
2. Second Amendment to Master Development Agreement
3. First Amendment to Master Development Agreement
4. Master Development Agreement
5. Disclosure of Principals

THIRD AMENDMENT
TO
MASTER DEVELOPMENT AGREEMENT

This Third Amendment to Master Development Agreement ("Third Amendment"), dated as of November 18, 2009 (the "Effective Date"), is made and entered into by and between **THE CITY OF LAS VEGAS**, a political subdivision of the state ("City"), **CITY PARKWAY IV A, INC.**, a Nevada non-profit corporation ("CPIVA"), **OFFICE DISTRICT PARKING I, INC.**, a Nevada non-profit corporation ("ODP," and together with CPIVA and City, the "City Parties"), **LIVEWORK, LLC**, a Delaware limited liability company ("LiveWork"), **FC VEGAS 20, LLC**, a Nevada limited liability company ("FC Vegas 20") and **FC VEGAS 39, LLC**, a New York limited liability company ("FC Vegas 39," and together with FC Vegas 20 and LiveWork, the "Developer"). The City Parties and Developer may be referred to collectively herein as the "Parties" or singularly as a "Party."

RECITALS

A. The City Parties and Developer entered into that certain Master Development Agreement dated May 21, 2008, which was amended by that certain First Amendment to Master Development Agreement dated November 19, 2008 and that certain Second Amendment to Master Development Agreement dated May 20, 2009 (collectively, the "Agreement"), and desire to amend the Agreement as set forth below.

B. Capitalized terms used in this Third Amendment and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The definition of "Transaction Documents" is hereby deleted in its entirety and replaced with the following:

"Transaction Documents" means, collectively, the City Hall Development Agreement, the Development Services Agreement, the Completion Guaranty, the City Hall Lease, the Indenture of Trust, the Queen of Hearts Ground Lease, the Sub-Ground Lease, the Owner Participation Agreement, the Assignment Agreement, the Acknowledgment and Recognition Agreement, the P-Q Ground Lease, the P-Q Declaration of Special Land Use Restrictions, the Exchange and P-Q Development Agreement, and the Master Exclusive Negotiation Agreement.

2. FEASIBILITY APPROVAL

City Parties and Developer have each approved feasibility and acknowledge delivery and receipt of the requisite notices constituting Feasibility Approval.

3. CONTINGENCY PERIOD

The first sentence of Section 5.9 of the Agreement is hereby deleted in its entirety and replaced with the following:

> 5.9. Contingency Period. The period of time from the date of Feasibility Approval through March 31, 2010 at 5:00 p.m. PST is the "Contingency Period."

4. TERM

Article 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> **3. Term**
>
> The term (the "Term") of this Agreement shall be for a period which shall expire on the earlier of: (a) March 31, 2010, and (b) the Execution and Funding Date; unless sooner terminated as provided in Article 5 and Article 18 below.

5. ADDITIONAL PARCEL DEVELOPMENT RIGHTS

The last sentence of Article 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

The provisions of this Article 13 will be included in the Master Exclusive Negotiation Agreement.

6. SURVIVING OBLIGATIONS

A new Section 18.3(g) is added as follows:

> (g) The provisions of Sections 12.1, 12.2, 12.3 and 12.4.

7. OTHER MATTERS

(a) Except as amended by this Third Amendment, the Agreement is and shall remain in full force and effect.

(b) This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

(c) If there is any conflict between any of the provisions of this Third Amendment and any of the provisions of the Agreement, the provisions of this Third Amendment shall control.

IN WITNESS WHEREOF, City Parties and Developer have executed this Third Amendment as of the Effective Date.

DEVELOPER:

LIVEWORK, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

FC VEGAS 20, LLC.,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

FC VEGAS 39, LLC,
a New York limited liability company

By: _____
Name: _____
Title: _____

CITY PARTIES:

CITY OF LAS VEGAS, NEVADA,
a political subdivision of the State of Nevada

By: _____
Name: Oscar B. Goodman, Mayor

_____
City Clerk

APPROVED AS TO FORM:

D. Barbieri 11/5/09
Deputy City Attorney

CITY PARKWAY IV A, INC.,
a Nevada non-profit corporation

By: _____
Name: Elizabeth N. Fretwell, President

OFFICE DISTRICT PARKING I, INC.,
a Nevada non-profit corporation

By: _____
Name: Elizabeth N. Fretwell, President

SECOND AMENDMENT
TO
MASTER DEVELOPMENT AGREEMENT

This Second Amendment to Master Development Agreement ("Second Amendment"), dated as of May ___, 2009 (the "Effective Date"), is made and entered into by and between **THE CITY OF LAS VEGAS**, a political subdivision of the state ("City"), **CITY PARKWAY IV A, INC.**, a Nevada non-profit corporation ("CPIVA"), **OFFICE DISTRICT PARKING I, INC.**, a Nevada non-profit corporation ("ODP," and together with CPIVA and City, the "City Parties"), **LIVEWORK, LLC**, a Delaware limited liability company ("LiveWork"), **FC VEGAS 20, LLC**, a Nevada limited liability company ("FC Vegas 20") and **FC VEGAS 39, LLC**, a New York limited liability company ("FC Vegas 39," and together with FC Vegas 20 and LiveWork, the "Developer"). The City Parties and Developer may be referred to collectively herein as the "Parties" or singularly as a "Party."

RECITALS

A. The City Parties and Developer entered into that certain Master Development Agreement dated May 21, 2008, which was amended by that certain First Amendment to Master Development Agreement dated November 19, 2008 (collectively, the "Agreement"), and desire to amend the Agreement as set forth below.

B. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. FEASIBILITY PERIOD

The Feasibility Period set forth in Section 5.1 of the Agreement is currently scheduled to expire on May 22, 2009, as provided in the letter agreement dated March 13, 2009. The Parties desire to extend the Feasibility Period for an additional 60 days. Accordingly, the Feasibility period is hereby extended to and including July 21, 2009.

2. EXTENSION OF FEASIBILITY PERIOD BY LETTER AGREEMENT

The Feasibility Period as provided in Section 1 of this Second Amendment may be further extended for 2 periods of up to 45 days each by a writing executed and delivered by both City Parties' Representative and Developer's Representative, in their respective and sole discretion.

3. CONTINGENCY PERIOD

The first sentence of Section 5.9 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.9. Contingency Period. The period of time from the date of Feasibility Approval through November 20, 2009 at 5:00pm PST is the "Contingency Period."

4. OTHER MATTERS

(a) Except as amended by this Second Amendment, the Agreement is and shall remain in full force and effect.

(b) This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

(c) If there is any conflict between any of the provisions of this Second Amendment and any of the provisions of the Agreement, the provisions of this Second Amendment shall control.

IN WITNESS WHEREOF, City Parties and Developer have executed this Second Amendment as of the Effective Date.

DEVELOPER:

LIVEWORK, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

FC VEGAS, 20, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

FC VEGAS 39, LLC,
a New York limited liability company

By: _____
Name: _____
Title: _____

CITY:

CITY OF LAS VEGAS, NEVADA,
a political subdivision of the State of Nevada

By: _____
Name: Oscar B. Goodman, Mayor

ATTEST:

Vicky Darling
~~Beverly K. Bridges, CMC, City Clerk~~
By: Vicky Darling, CMC
Acting City Clerk

CITY PARKWAY IV A, INC.
a Nevada non-profit corporation

By: _____
~~Elizabeth N. Fretwell, President~~
William Arent, Vice President

OFFICE DISTRICT PARKING I, INC.,
a Nevada non-profit corporation

By: _____
~~Elizabeth N. Fretwell, President~~
William Arent, Vice President

APPROVED AS TO FORM:

J. Pinkerton 5/7/09
Date

5.9. Contingency Period. The period of time from the date of Feasibility Approval through November 20, 2009 at 5:00pm PST is the "Contingency Period."

4. OTHER MATTERS

(a) Except as amended by this Second Amendment, the Agreement is and shall remain in full force and effect.

(b) This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

(c) If there is any conflict between any of the provisions of this Second Amendment and any of the provisions of the Agreement, the provisions of this Second Amendment shall control.

IN WITNESS WHEREOF, City Parties and Developer have executed this Second Amendment as of the Effective Date.

DEVELOPER:

LIVEWORK, LLC,
a Delaware limited liability company

By: _____
Name: David Mitchell
Title: Managing Partner

FC VEGAS, 20, LLC,
a Nevada limited liability company

By: _____
Name: D. VAZGAKIS
Title: Authorized Representative

FC VEGAS 39, LLC,
a New York limited liability company

By: _____
Name: D. VAZGAKIS
Title: Authorized Representative

CITY:

CITY OF LAS VEGAS, NEVADA,
a political subdivision of the State of Nevada

By: _____
Name: Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, CMC, City Clerk

CITY PARKWAY IV A, INC.
a Nevada non-profit corporation

By: _____
Elizabeth N. Fretwell, President

OFFICE DISTRICT PARKING I, INC.,
a Nevada non-profit corporation

By: _____
Elizabeth N. Fretwell, President

APPROVED AS TO FORM:

_____ 5/7/09
Date

FIRST AMENDMENT
TO
MASTER DEVELOPMENT AGREEMENT

This First Amendment to Master Development Agreement ("Amendment"), dated as of November 19, 2008 (the "Effective Date"), is made and entered into by and between **THE CITY OF LAS VEGAS**, a political subdivision of the state ("City"), **CITY PARKWAY IV A, INC.**, a Nevada non-profit corporation ("CPIVA"), **OFFICE DISTRICT PARKING I, INC.**, a Nevada non-profit corporation ("ODP," and together with CPIVA and City, the "City Parties"), **LIVEWORK, LLC**, a Delaware limited liability company ("LiveWork"), **FC VEGAS 20, LLC**, a Nevada limited liability company ("FC Vegas 20") and **FC VEGAS 39, LLC**, a New York limited liability company ("FC Vegas 39," and together with FC Vegas 20 and LiveWork, the "Developer"). The City Parties and Developer may be referred to collectively herein as the "Parties" or singularly as a "Party."

RECITALS

A. The City Parties and Developer entered into that certain Master Development Agreement dated May 21, 2008 (the "Agreement") and desire to amend the Agreement as set forth below.

B. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. RECITAL H AND DEFINITIONS

Recital H of the Agreement is hereby deleted in its entirety and replaced with the following:

> H. The Parties desire to enter into an exchange agreement (the "Exchange and Parcel P-Q Development Agreement") whereby, subject to certain conditions and the completion of the City Hall Facilities, Developer agrees to convey the Queen of Hearts Parcel to the City (or a City Affiliate) and City Parties agree to cause CPIVA, or a related entity, to convey Parcel P-Q to Developer, in contemporaneous closings at the completion of the City Hall Facilities (the "Exchange").

The definition of "Exchange Option" is hereby deleted in its entirety.

The following definition is added to the Agreement:

"Parking Agreement" means an agreement between City and Developer to provide temporary surface parking for the City Hall Facilities on Developer's property adjacent to the City Hall Facilities on such terms and conditions as may be agreed to by Developer and City.

The definition of "Transaction Documents" is hereby deleted in its entirety and replaced with the following:

"Transaction Documents" means the City Hall Lease, the City Hall Development Agreement, the Parking Agreement, the Block Project Development Agreement, the Owner Participation Agreement, the Sub-Ground Lease and the Exchange and P-Q Development Agreement, collectively.

2. EXECUTION AND FUNDING

The definition of Execution and Funding is hereby deleted in its entirety and replaced with the following:

> "Execution and Funding" means the Contingencies (defined in Section 5.9) have been satisfied, completed or waived, the Transaction Documents have been executed and delivered and the COPs are executed and delivered in exchange for proceeds (or funding in connection with any other public or private financing), all to be effective contemporaneously as of the Execution and Funding Date.

3. FEASIBILITY PERIOD

Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

> 5.1. Feasibility Period. The feasibility period (the "Feasibility Period") shall be for a period commencing on the Effective Date and ending the earlier of January 23, 2009 and the date of Feasibility Approval; provided, however, that following the date of Feasibility Approval, the Parties shall continue to have the inspection rights described in Section 5.3 and Section 5.4 below.

4. FEASIBILITY PERIOD AND CONTINGENCY PERIOD SCHEDULE OF PERFORMANCE

The Feasibility Period Schedule of Performance attached as Exhibit C to the Agreement is hereby deleted in its entirety and replaced with the combined extended Feasibility Period Schedule of Performance and Contingency Period Schedule of Performance set forth in Exhibit C-1 attached hereto.

5. CONTINGENCY PERIOD BUDGET

The Contingency Period Budget means the City Party's budget for all costs and expenses associated with the extended Feasibility Period and the Contingency Period as set forth in Exhibit D-1 hereto. The Contingency Period Budget includes the Contingency Period Costs.

6. APPROPRIATION FOR EXTENDED FEASIBILITY PERIOD AND CONTINGENCY PERIOD COSTS

A new sentence is added to the end of Section 22.23 as follows:

Effective as of the Effective Date of this Amendment, the additional sum of $5,100,000.00 has been appropriated by the City to pay for the costs and expenses to be paid pursuant to Section 6 of the Agreement together with the costs and expenses set forth in the Contingency Period Budget. The Parties project that such additional sum is sufficient to complete the items required to complete construction documents for the City Hall Facilities in order to obtain a guaranteed maximum price construction contract for the construction of the City Hall Facilities.

7. JOINT APPROVAL

Section 5.8 of the Agreement is hereby deleted in its entirety and replaced with the following:

In the event City Parties timely deliver the City Parties' Feasibility Notice to Developer and Developer timely delivers the Developer's Feasibility Notice to City Parties (collectively, "Feasibility Approval"), then the Parties shall proceed as set forth in Section 5.9 below.

8. CONTINGENCY PERIOD

Section 5.9 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.9. Contingency Period. The period of time from the date of Feasibility Approval through May 22, 2009 at 5:00pm PST is the "Contingency Period."

(a) During the Contingency Period, the Parties shall address the contingency items (the "Contingencies") described below and, subject to satisfaction, completion or waiver of the Contingencies, prepare a joint approval certificate (the "Joint Approval Certificate"). The Joint Approval Certificate shall confirm that each of the Contingencies set forth in this Section 5.9 have been satisfied, completed or waived.

(b) During the Feasibility and/or Contingency Period, City Parties shall take such action as is necessary to (i) obtain the requisite approvals and entitlements to permit non-restricted gaming operations (as defined in NRS Section 463.0177) to be conducted on Parcel P-Q (except that portion owned by ODP) and such approvals and entitlements shall be final and beyond the time limits for appeal, with no appeal pending, and (ii) restrict non-restricted gaming operations through deed restrictions or other means reasonably acceptable to Developer on all other parcels in Union Park, except for Parcel A-1, the Lou Ruvo

Brain Institute, which has already been conveyed to a third party without deed restrictions. In connection with 5.9(b)(i), Developer agrees to reasonably cooperate with City Parties. Developer's reasonable costs and expenses ("Developer's GED Costs") incurred after November 1, 2008 in connection with such cooperation shall be offset by a credit against the Temporary Utility Relocation Cost (defined below) up to a maximum of $200,000. Developer shall provide documentation of Developer's GED Costs as reasonably requested by the City Parties.

(c) During the Feasibility Period and/or Contingency Period, Developer shall apply to the Agency for Tax Increment Financing in connection with the Block Project and obtain Agency approval of the Owner Participation Agreement.

(d) During the Feasibility Period and/or Contingency Period, the Parties will proceed to complete the remaining design of the City Hall Facilities, approve a guaranteed maximum price construction contract for the construction of the City Hall Facilities, approve the costing for construction of the City Hall Facilities, and complete the final forms of the Transaction Documents.

(e) The Parties will agree on the conditions and timing for Execution and Funding during the Contingency Period and submit such conditions to the Council for approval in the Joint Approval Certificate.

(f) The Parties acknowledge and agree that in the event the Contingencies are not satisfied, completed or waived within the Contingency Period as evidenced by approval of the Joint Approval Certificate, in the Parties respective sole discretion, then such event shall not be a default and there shall be no obligation on any Party to enter into the Transaction Documents, and the Parties shall proceed pursuant to Section 5.11.

9. EXECUTION AND FUNDING

Section 5.10 of the Agreement is hereby deleted in its entirety and replaced with the following:

During the Feasibility and/or Contingency Period, the City Parties shall take such action as is necessary to present and seek the approvals for the COPs (or other public or private financing) from the Clark County Debt Management Commission (the "DMC") and the Nevada Department of Taxation ("Department of Taxation"). The Parties acknowledge that the approvals of the Council (and the Agency in connection with the Owner Participation Agreement), before and after the DMC and the Department of Taxation approvals, are discretionary, and that in the event any required approval of the Council (and the Agency in connection with the Owner Participation Agreement), the DMC or the Department of Taxation is not provided for any reason whatsoever on or before the expiration of the Term, this Agreement shall be deemed terminated, such event shall not be

considered a default, and there shall be no obligation on any Party to enter into the Transaction Documents. Notwithstanding the execution of the Joint Approval Certificate, if the COPs are not executed and delivered (or funding in connection with any other public or private financing) as scheduled and projected for any reason whatsoever, then such event shall not be a default and there shall be no obligation on any Party to enter into the Transaction Documents. In the event that any approval required under this Section is disapproved and it is conclusive that the COPs will not be executed and delivered, the Parties, only upon written notice by either Party, shall proceed pursuant to Section 5.11.

10. CONTINUED FEASIBILITY ANALYSIS

Section 5.11 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.11. Continued Feasibility Analysis. In the event the Joint Approval Certificate is not approved within the Contingency Period or Execution and Funding is not consummated as set forth in Section 5.10 above, the Parties shall continue to explore possible alternatives to complete the Transactions, provided, however that the Parties shall be under no obligation to enter into the Transaction Documents or any other transaction whatsoever, and either Party may terminate this Agreement upon 30 days written notice to the other Party. In the event of any termination, the Parties shall have no liability or obligations to the other except for those obligations surviving pursuant to Section 18.3 below. In no event will this Section 5.11 in any way operate to extend the Term.

11. EXTENSION OF FEASIBILITY PERIOD OR CONTINGENCY PERIOD

A new sentence is added to the end of Section 5.12 as follows:

The Contingency Period may be extended for 2 periods of up to 60 days each by a writing executed and delivered by both City Parties' Representative and Developer's Representative, in their respective sole discretion.

12. CITY HALL LEASE

The Parties acknowledge that the City Hall Lease shall contain a construction period lease back to Developer of the Queen of Hearts Parcel until substantial completion of the City Hall Facilities under the City Hall Development Agreement.

13. EXCHANGE OF PARCEL PQ FOR QUEEN OF HEARTS PARCEL

Section 10.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

10.1 Exchange and Parcel P-Q Development Agreement. It is the intent of the Parties that Developer (or a Developer Affiliate) and City Parties shall enter into the Exchange and Parcel P-Q Development Agreement, to be effective as of the Execution and Funding

Date, which will set forth the terms and conditions of the Exchange. The closing of the Exchange will be upon completion of the City Hall Facilities.

Section 10.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

10.2 Exchange Property Values. The Parties have determined the value of the Queen of Hearts Parcel to be $33,170,000. The Parties have determined the value of Parcel P-Q to be $33,170,000, assuming it is the only property within Union Park upon which non-restricted gaming operations (as defined in NRS Section 463.0177) may be conducted. Accordingly, the Exchange and Parcel P-Q Development Agreement will provide that the purchase price for the Queen of Hearts Parcel is $33,170,000, and the purchase price for Parcel P-Q is $33,170,000. In addition, the Exchange and Parcel P-Q Development Agreement will provide the terms and conditions by which Developer will expend up to $7,080,747 to complete the following activities in connection with the development of Parcel P-Q: an agreed environmental remediation of Parcel P-Q, the construction on Parcel P-Q by Developer of the metro police and City fire rescue substation described in Section 11.1 and the sharing in the costs of acquiring air rights over the Union Pacific rail line and constructing a pedestrian bridge connecting Parcel P-Q over the Union Pacific rail line to downtown Las Vegas. Such agreement will be contained in the Declaration of Special Land Use Restrictions to be recorded against Parcel P-Q at the closing of the Exchange.

Section 10.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

10.4 City Option to Purchase Queen of Hearts Parcel. The Exchange and Parcel P-Q Development Agreement shall provide that in the event the Exchange is not consummated, commencing upon termination of the Exchange and Parcel P-Q Development Agreement and continuing for the term of the City Hall Lease, the City shall have an option to purchase the Queen of Hearts Parcel. In the event the City exercises its option to purchase the Queen of Hearts Parcel within 18 months after the termination of the Exchange and Parcel P-Q Development Agreement and the City has satisfied all conditions to closing within 60 days of the exercise of the option, including funding, the purchase price for the Queen of Hearts Parcel will be as set forth in Section 10.2 above. In the event the City does not exercise its option to purchase the Queen of Hearts Parcel within 18 months after the termination of the Exchange and Parcel P-Q Development Agreement and satisfy all conditions to closing within 60 days of the exercise of the option, including funding, the purchase price for the Queen of Hearts Parcel will thereafter be pursuant to a process to determine fair market value as agreed upon by the Parties. The form of the Exchange and Parcel P-Q Development Agreement shall be subject to the approval of the Council and the Agency pursuant to Section 5.9 above and shall be attached hereto as **Exhibit "K"**.

14. SECTION 11.3

Section 11.3 of the Agreement is hereby deleted.

15. PARKING WITHIN BLOCK PROJECT

Section 12.3 of the Agreement is hereby supplemented with Schedule 12.3 attached hereto and incorporated into Section 12.3 by this reference.

16. RELOCATION OF POWER LINES

(a) The portion of South Main Street between Lewis Avenue and Garces Avenue is referred to below as the Main Street Utility Corridor. The Parties acknowledge and agree that the existing power transmission lines located along the eastern side of the Main Street Utility Corridor are contemplated to be relocated (the "Temporary Utility Relocation") as temporary power transmission lines to the western side of the Main Street Utility Corridor. The cost for the Temporary Utility Relocation (the "Temporary Utility Relocation Cost") is presently anticipated to be approximately $2 million. The City will initially fund the Temporary Utility Relocation Cost (which the City may at its sole option include in the City Hall Development Budget), but will be reimbursed as provided in Section 16(b) below even if included in the City Hall Development Budget.

(b) The Temporary Utility Relocation Cost shall be allocated one-third each to the Queen of Hearts Parcel (the "Queen of Hearts Parcel Reimbursement Obligation"), Block A (the "Block A Reimbursement Obligation"), and Block C (the "Block C Reimbursement Obligation"), and shall be covenants running with the land, binding the owners of such land to reimburse the City for their respective allocable portion of the Temporary Utility Relocation Cost. Whether or not Execution and Funding occurs the Temporary Utility Relocation Costs shall be reimbursed to the City as follows: (i) Block A shall be subject to a covenant running with the land to reimburse the City for the Block A Reimbursement Obligation payable 30 days after a building permit is issued for a vertical structure or combination of vertical structures equaling not less than 50,000 square feet upon Block A; and (ii) Block C shall be subject to a covenant running with the land to reimburse the City for the Block C Reimbursement Obligation payable 30 days after a building permit is issued for a vertical structure or combination of vertical structures equaling not less than 50,000 square feet upon Block C. In the event of Execution and Funding, Developer shall have no obligation to reimburse the City in connection with the Queen of Hearts Parcel Reimbursement Obligation. In the event Execution and Funding does not occur, the Queen of Hearts Parcel shall be subject to a covenant running with the land to reimburse the City for the Queen of Hearts Parcel Reimbursement Obligation payable 30 days after a building permit is issued for a vertical structure or combination of vertical structures equaling not less than 50,000 square feet upon the Queen of Hearts Parcel. The reimbursement obligations shall not bear interest unless not paid within 30 days after the date due. In the event any of the reimbursement obligations are not paid within 30 days of the date due, such reimbursement obligation(s) shall bear interest at the legal rate then in effect pursuant to NRS 99.040. Notwithstanding the forgoing, the first to occur of the Block A Reimbursement Obligation and the Block C Reimbursement Obligation shall be reduced by Developer's GED Costs. For the avoidance of doubt, it is the intention of the Parties that Developer receive a credit of the amount of Developer's GED Costs (up to a maximum of $200,000) against the first reimbursement obligation Developer is required to pay for the Temporary Utility Relocation Cost.

(c) The Parties agree to record a memorandum of the Queen of Hearts Parcel Reimbursement Obligation against the Queen of Hearts Parcel, a memorandum of the Block A Reimbursement Obligation against Block A, and a memorandum of the Block C Reimbursement Obligation against Block C. Such memorandums shall be agreed upon and recorded prior to the City authorizing, or expending funds for, the Temporary Utility Relocation.

17. EASEMENTS FOR UNDERGROUND TRANSMISSION LINES

Whether or not Execution and Funding occurs, but only if the Temporary Utility Relocation occurs, Developer covenants to provide to City certain easements for underground conduit and transmission line purposes within property owned by Developer. Such easements shall be in locations to be mutually agreed upon between the Parties as set forth in a legal description to be prepared during the Contingency Period, but shall be generally located within an envelope described as follows:

> 20 feet from the back of the existing curb (as of the date hereof) along the eastern side of the Main Street Utility Relocation Corridor.

Such covenants shall be included in the memorandum described in Section 16(c) above.

18. SURVIVING OBLIGATIONS

A new Section 18.3(f) is added as follows:

(f) The covenants contained in Section 16 and Section 17 of that First Amendment to Master Development Agreement entered into by the Parties.

19. OTHER MATTERS

(a) Except as amended by this Amendment, the Agreement is and shall remain in full force and effect.

(b) This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

(c) If there is any conflict between any of the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall control.

[signature pages follow]

IN WITNESS WHEREOF, City Parties and Developer have executed this Amendment as of the Effective Date.

DEVELOPER:

LIVEWORK, LLC,
a Delaware limited liability company

By: _____
Name: David Mitchell
Title: Managing Partner

CITY:

CITY OF LAS VEGAS, NEVADA,
a political subdivision of the State of Nevada

By: _____
Name: OSCAR B. GOODMAN
Title: Mayor

FC VEGAS 20, LLC.,
a Nevada limited liability company

By: _____
Name: DIMITRI VAZELAKIS
Title: VICE PRESIDENT

CITY PARKWAY IV A, INC.,
a Nevada non-profit corporation

By: _____
Name: Douglas Selby
Title: President

FC VEGAS 39, LLC,
a New York limited liability company

By: _____
Name: DIMITRI VAZELAKIS
Title: VICE PRESIDENT

OFFICE DISTRICT PARKING I, INC.,
a Nevada non-profit corporation

By: _____
Name: Douglas Selby
Title: President

APPROVED AS TO FORM:

_____ 11/10/08
Deputy City Attorney

_____
City Clerk

By: Beverly K. Bridges, CMC
City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On Nov. 25, 2008 (Date) before me, C. Guarnes Karp, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Dimitri Vazelakis (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature C Guarnes Karp (Signature of Notary Public)

C. GUARNES KARP
Commission # 1699854
Notary Public - California
Los Angeles County
My Comm. Expires Oct 20, 2010

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: 1st Amendment to Master Development Agreement
Document Date: Nov. 25, 2008 Number of Pages: 9
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dimitri Vazelakis
☐ Individual
☑ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: FC Vegas 20, LLC and FC Vegas 39, LLC

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Exhibit C-1
Feasibility Period Schedule of Performance
All dates listed below are estimates and may be subject to change.

	Finish Date
Completion of physical due diligence for Parcel P/Q (Developer)	1/23/09
Completion of physical due diligence for Queen of Hearts Parcel (City)	1/23/09
Complete and approve form of Reversionary Map (Developer and City)	1/23/09

Contingency Period Schedule of Performance
All dates listed below are estimates and may be subject to change.

	Finish Date
Complete Design Development Drawings (Developer)	Nov. 2008
Initiate COPs (City)	Nov. 2008
Cost Estimating upon Completion of Design Development Drawings (Developer)	Nov. 2008
Invitation of Trade Bids (Developer)	April 2009
Establish GMP (Developer)	May 2009
Complete Final Forms of Transaction Documents (Developer and City Parties)	May 2009
Complete Construction Documents (Developer)	May 2009
COPs Closing (City)	May 2009
Temporary Relocation of Transmission Lines (City and Developer)	May 2009

Exhibit D-1
Contingency Period Budget

This budget has been established for the work necessary to prepare the feasibility analysis and to complete the Developer's items listed on Exhibit C-1 for the development of the City Hall Facilities. The scope of work will include architectural and feasibility work up to the completion of construction documents.

Architecture
Complete Design Development Drawings

Complete Construction Documentation for Core and Shell

Pre-Construction Services
(FC and CM at Risk)

Invitation of Trade Bids

Establishing GMP

Cost Estimating

Reimbursable (10%)

Contingency (15%)

Developer Reimbursables

Developer Fee (5%)

Temporary Relocation of Transmission Lines by Nevada Power

Sub-total of above	$5,950,000
Uncommitted portion from previously approved Feasibility Budget	**($850,000)**
Total	**$5,100,000**

Schedule 12.3

POSSIBLE MECHANISMS FOR PUBLIC ASSISTANCE OF PARKING

The revitalization of Downtown Las Vegas clearly will require development of retail and additional first class office space as an extension and complement to the new City Hall Facilities. At the same time, general market conditions and the need to provide expensive structured parking suggest that, even in a more robust general office market, it will be difficult to make new retail and first class office development feasible so long as competing locations can offer surface parking. Therefore, the Parties agree to consider future possible mechanisms for providing public assistance for parking construction at such time as development of retail and/or first class office space on Blocks A, C or D becomes a near term or imminent possibility.

There are several mechanisms by which the City and/or Agency could assist in the development of the required parking. Current City/Agency budget constraints and the current uncertain state of municipal finance would appear to reduce the probability of use of certain readily identifiable options in the short term. Nevertheless it is useful to identify several possible mechanisms as a guide to future discussions.

OVERVIEW OF TYPES OF ASSISTANCE

Broadly speaking, the generic types of assistance available include:

1. Direct public ownership and funding of parking;

2. Lowering the annual cost through lower cost financing;

3. Formation of a public district with the twin benefits of lower cost financing and spreading the costs over all properties that benefit directly or indirectly;

4. Allocating future unencumbered revenues to fund or reimburse the costs of providing parking; and

5. Integration of parking management to secure the benefits of shared parking.

Associated with each of these are issues of risk allocation, timing of funding commitments by the parties and the specific legal structure of the vehicle to be used. These aspects are discussed briefly below. Note that the elements of assistance could overlap and often work best in combination.

DIRECT PUBLIC OWNERSHIP AND FUNDING OF PARKING

Many cities have considered---and some have exercised---the option of direct municipal construction and ownership of downtown parking for the benefit of additional private development. Although on its face, this alternative seems to be fiscally unattractive, it could work well if combined with a management agreement or master lease in which the developer/owner commits to cover, from parking receipts or its own funds, a lease payment that

would cover all or a part of the annual cost. If bond financing were used that might also mean use of taxable rather than tax exempt bonds.

LOWERING THE ANNUAL COST THROUGH LOWER COST FINANCING

Any one of a number of alternative mechanisms exist for the use of tax exempt financing including direct public ownership or formation of a public district. In addition there may be an opportunity to lower the interest cost through the use of credit enhancement and so-called "low floaters" if that part of the municipal finance market recovers well from recent shocks. How such credit enhancement is obtained and at what cost are to be determined but a 300 basis point reduction in interest cost even if only for the first 5-7 years would materially reduce the issue of parking infeasibility

FORMATION OF A PUBLIC DISTRICT

Whether or not the City would consider a larger downtown parking district with appropriate special taxes, augmented property taxes or perhaps a parking tax will depend on a variety of factors. But this alternative is particularly attractive since it can deal with the interaction of all demands for parking, e.g. tourism, entertainment, and gaming as well as office demand.

The City also could consider, subject to applicable law and consent from private property owners, using a special improvement district (SID) encumbering all phases of the Block Project. Although this approach would create some benefits simply from availability of long term tax exempt rates, i.e. all-in rates up to 100-150 basis points lower than conventional debt, the real benefit is the ability to offset debt service with other revenues. This in turn leads to the final and perhaps most significant mechanism.

ALLOCATING FUTURE UNENCUMBERED REVENUES

The City and Agency have on several occasions noted that they cannot pledge either City revenues or tax increment since these revenue sources are currently fully encumbered by existing or future known obligations. There are, however, at least three potential sources of additional funds which may, over time, become available even if they are not in a form that would allow the City or Agency to bond them.

One such source is the growth in tax increment. Unless this growth has already been encumbered by bonds with rising debt service payments, it should be available although probably not in a "bankable" or bondable form.

The second such source is the coverage that exists in current or proposed tax increment financings. Public securities inevitably require encumbering a public revenue stream larger than what is needed to pay the bonds. Whether the surplus coverage is 10% (a debt service coverage ratio of 110%) or 30% (a DSC of 130%), a subordinated pledge to the developer of that additional increment not needed for debt service could be quite helpful.

A third source is the possible use of TID (Tourist Improvement District) bonding which taps into TOT funds. The enabling legislation for this type of financing is supposed to expire in less than

a year but there are also indications from the redevelopment agency that there are efforts being made to extend it.

Finally, in addition to the three enumerated funding sources, there does exist the possibility, however remote, that additional legislation at the City and State level would allow allocation of other taxes to this purpose as part of new financing mechanisms.

INTEGRATION OF PARKING MANAGEMENT TO SECURE THE USE OF SHARED PARKING

Technically speaking, this may not be a form of public financial assistance since it does not require that public funds be spent for the benefit of a private development. Instead, this mechanism contemplates the integration of management of numerous parking lots in the same geographic area so as to provide benefits of shared parking. By meeting the needs of multiple user populations such as office workers, visitors to public offices, shoppers and tourists under one manager of multiple lots, it should be possible to adequately serve such multiple needs with substantially less parking that might result from separate and independent facilities each dedicated to its own market. Obviously, the financial benefits of such an arrangement will depend on the distance between parking facilities and the maximum effectively feasible distance between each facility and the building or venue creating the parking demand.

MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement ("Agreement"), dated as of May 21, 2008 (the "Effective Date"), is made and entered into by and between **THE CITY OF LAS VEGAS**, a political subdivision of the state ("City"), **CITY PARKWAY IV A, INC.**, a Nevada non-profit corporation ("CPIVA"), **OFFICE DISTRICT PARKING I, INC.**, a Nevada non-profit corporation ("ODP," and together with CPIVA and City, the "City Parties"), **LIVEWORK, LLC**, a Delaware limited liability company ("LiveWork"), **FC VEGAS 20, LLC**, a Nevada limited liability company ("FC Vegas 20") and **FC VEGAS 39, LLC**, a New York limited liability company ("FC Vegas 39," and together with FC Vegas 20 and LiveWork, "Developer"). The City Parties and Developer may be referred to collectively herein as the "Parties" or singularly as a "Party."

RECITALS

A. Developer and certain of its Affiliates hold fee title to certain real property (the "LiveWork Las Vegas Property") comprising approximately 5 blocks within the downtown area of the City of Las Vegas, Nevada. The 5 blocks are referred to herein as the "Queen of Hearts Parcel", "Block A", "Block B", "Block C" and "Block D" and are illustrated in **Exhibit A** hereto. The LiveWork Las Vegas Property is described in **Exhibit A-1** hereto. The LiveWork Las Vegas Property comprises approximately 13 acres and is located directly across from the project commonly known as "Union Park."

B. The Union Park project is a proposed 61-acre master planned mixed-use urban center that the City expects to be a catalyst for further economic development in the downtown area of the City, including the LiveWork Las Vegas Property.

C. The City and Developer desire the LiveWork Las Vegas Property to be developed as a new commercial office, retail, transit and civic center complex. Block B has been leased to the Regional Transportation Commission of Southern Nevada ("RTC") for the development of a new Regional Transit Center.

D. In connection with its planning processes and to assess its ability to better provide and deliver municipal services to the community, the City engaged Pizzuti Solutions LLC ("Pizzuti") to evaluate and analyze the current City Hall facilities and to make recommendations regarding the need for improved City Hall facilities. Pizzuti completed its evaluation and analysis and concluded that new City Hall facilities should be constructed on the Queen of Hearts Parcel for use by the City.

E. The City adopted the Pizzuti recommendations and has decided to explore the feasibility of locating the new City Hall facilities (the "City Hall Facilities") on the Queen of Hearts Parcel.

F. CPIV holds fee title to that certain real property ("Parcel P-Q") located within Union Park, as illustrated and described in **Exhibit B** hereto. Developer desires to acquire Parcel P-Q from CPIV (or any entity to which CPIV may first convey title to Parcel P-Q) in order to develop a new hotel casino complex.

G. The Parties will pursue, pursuant to this Agreement, a feasibility analysis to determine the suitability of the Queen of Hearts Parcel as the location of the City Hall Facilities as well as the entering into of the following agreements: (i) a City Hall Development Agreement for development of the City Hall Facilities on the Queen of Hearts Parcel, (ii) a sub-ground lease (the "Sub-Ground Lease") for the lease of the Queen of Hearts Parcel to the City or an Affiliate of the City, and (iii) a lease purchase agreement for the City Hall Facilities (the "City Hall Lease") which will include an option in favor of the City to acquire the City Hall Facilities following its completion.

H. The Parties desire to enter into an exchange and option agreement (the "Exchange and Parcel P-Q Development Agreement") whereby, subject to certain conditions and the completion of the City Hall Facilities, Developer will have an option to acquire Parcel P-Q from CPIV, or a related entity of CPIV, and upon the exercise of such option, the City will agree to acquire the Queen of Hearts Parcel from Developer in contemporaneous closings (the "Exchange").

I. The Parties believe that the combined development of the new City Hall Facilities on the Queen of Hearts Parcel, the development of the Regional Transit Center on Block B, and the development of Blocks A, C and D (the "Block Project") will create critical mass and strong nodes of growth for office, retail, and residential uses that will assist in the economic development of the downtown area and help form a connection to Union Park and to the Arts District, and are in the vital and best interests of the City.

J. The City Parties and Developer desire to enter into this Master Development Agreement to pursue the feasibility of, and the negotiation of various agreements consistent with, the transactions (the "Transactions") described above.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

"Additional City Hall Costs" has the meaning set forth in Section 6.2 below.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the legal right to direct the voting of, more than 50% of the voting interests in a Person or the governing body of such Person. An Affiliate of Developer shall mean any Person that is controlled by, directly or indirectly, the Parent.

"Agency" means the City of Las Vegas Redevelopment Agency.

"Agreement" means this Master Development Agreement.

"Approval Date" means the effective date of the Joint Approval Certificate.

"Block A" has the meaning set forth in Section A of the Recitals.

"Block B" has the meaning set forth in Section A of the Recitals.

"Block C" has the meaning set forth in Section A of the Recitals.

"Block D" has the meaning set forth in Section A of the Recitals.

"Block Project" has the meaning set forth in Section I of the Recitals.

"Block Project Development Agreement" has the meaning set forth in Section 12.4 below.

"Block Project Development Program" has the meaning set forth in Section 12.1 below.

"City" means the City of Las Vegas, Nevada.

"City Hall Development Agreement" has the meaning set forth in Section 9.4 below.

"City Hall Facilities" has the meaning set forth in Section E of the Recitals.

"City Hall Facilities Completion Date" means the date of the project architect's certificate of substantial completion of the City Hall Facilities or the date the minimum conditions for the issuance of a Temporary Certificate of Occupancy for the City Hall Facilities have been satisfied, whichever is earlier.

"City Hall Facilities Development Costs" has the meaning set forth in Section 9.3 below.

"City Hall Lease" has the meaning set forth in Section G of the Recitals.

"City Hall Project" means the design, construction, development, financing and leasing of the City Hall Facilities.

"City Hall Scope Schedule" means the schedule referenced in Section 9.3 below, and attached hereto as **Exhibit E**.

"City Indemnification Parties" means, collectively, City Parties, City Parties' officers, directors, employees, successors, assigns, attorneys, agents, representatives and members.

"City Parties" means the City, CPIVA and ODP, collectively.

"City Parties' Default" has the meaning set forth in Section 16.1 below.

"City Parties' Default Notice" has the meaning set forth in Section 16.1(a) below.

"City Parties' Feasibility Notice" has the meaning set forth in Section 5.5 below.

"City Parties' Representative" has the meaning set forth in Section 4.2 below.

"Claims" means claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses, including, without limitation, attorneys' fees, disbursements and court costs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Guaranty" has the meaning set forth in Section 9.4 below.

"Contingency Period" has the meaning set forth in Section 5.9 below.

"Contingency Period Budget" has the meaning set forth in Section 5.8 below.

"Contingency Period Costs" has the meaning set forth in Section 5.8 below.

"Contingency Period Schedule" has the meaning set forth in Section 5.8 below.

"COPs" means Certificates of Participation executed and delivered for the purpose of financing the development and construction of the City Hall Facilities.

"Council" means the City Council of the City.

"CPIV" means CPIVA and ODP, collectively.

"CPIVA" means City Parkway IV A, Inc., a Nevada non-profit corporation.

"Department of Taxation" has the meaning set forth in Section 5.9 below.

"Developer" means LiveWork, FC Vegas 20 and FC Vegas 39, collectively.

"Developer Assignee" means an assignee of Developer who is the subject of a permitted transfer pursuant to Section 19 below.

"Developer Default" has the meaning set forth in Section 16.2 below.

"Developer Feasibility Notice" has the meaning set forth in Section 5.6 below.

"Developer Indemnification Parties" means, collectively, Developer, Developer's officers, members, directors, employees, successors, assigns, attorneys, agents and representatives and members.

"Developer's Default Notice" has the meaning set forth in Section 16.2(a) below.

"Developer's Representative" has the meaning set forth in Section 4.1 below.

"DMC" has the meaning set forth in Section 5.9 below.

"Effective Date" means May 21, 2008.

"Environmental Law" means any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, and NRS Chapter 459.

"Exchange" has the meaning set forth in Section H of the Recitals.

"Exchange and Parcel P-Q Development Agreement" has the meaning set forth in Section H of the Recitals.

"Exchange Option" has the meaning set forth in Section 10.1 below.

"Exclusive Negotiations Agreement" has the meaning set forth in Section 13 below.

"Execution and Funding" means the Transaction Documents have been executed and delivered and the COPs are executed and delivered in exchange for proceeds (or funding in connection with any other public or private financing), all to be effective contemporaneously as of the Execution and Funding Date.

"Execution and Funding Date" means the date of Execution and Funding.

"FC Vegas 20" means FC Vegas 20, LLC, a Nevada limited liability company.

"FC Vegas 39" means FC Vegas 39, LLC, a New York limited liability company.

"Feasibility Approval" has the meaning set forth in Section 5.8 below.

"Feasibility Period" has the meaning set forth in Section 5.1 below.

"Feasibility Period Budget" means the City Parties' budget for all costs and expenses associated with the Feasibility Period as set forth in **Exhibit D** hereto.

"Feasibility Period Schedule of Performance" means the schedule referenced in Section 5.2 below and attached hereto as **Exhibit C**.

"Ground Lease" has the meaning set forth in Section 9.6 below.

"Hazardous Substance" shall mean and refer to asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by products (including crude oil or any fraction thereof) and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law.

"Joint Approval Certificate" has the meaning set forth in Section 5.8 below.

"Lessor" means the lessor under the City Hall Lease.

"LiveWork" means LiveWork LLC, a Delaware limited liability company.

"LiveWork Las Vegas Property" has the meaning set forth in Section A of the Recitals.

"ODP" means Office District Parking I, Inc., a Nevada non-profit corporation.

"Owner Participation Agreement" has the meaning set forth in Section 12.5 below.

"Parcel P-Q" has the meaning set forth in Section F of the Recitals.

"Parcel P-Q Information Materials" has the meaning set forth in Section 5.4(a) below.

"Parent" has the meaning set forth in Section 9.4 below.

"Party" or "Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"Person" shall mean 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.

"Phase 1" has the meaning set forth in Section 12.1.

"Pizzuti" means Pizzuti Solutions LLC.

"Queen of Hearts Parcel" has the meaning set forth in Section A of the Recitals.

"Queen of Hearts Parcel Information Materials" has the meaning set forth in Section 5.3(a) below.

"Queen of Hearts Purchase Option" means the option agreement referenced in Section 8 below, and attached hereto as **Exhibit F**.

"RTC" has the meaning set forth in Section C of the Recitals.

"Sub-Ground Lease" has the meaning set forth in Section G of the Recitals.

"Term" has the meaning set forth in Section 3 below.

"Transaction Documents" means the City Hall Lease, the City Hall Development Agreement, the Block Project Development Agreement, the Owner Participation Agreement, the Sub-Ground Lease, and the Exchange and P-Q Development Agreement, collectively.

"Transactions" has the meaning set forth in Section J of the Recitals.

"Unavoidable Delay" has the meaning set forth in Section 22.13 below.

"Union Park" has the meaning set forth in Section A of the Recitals.

"Vacation" has the meaning set forth in Section 12.2 below.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to define certain rights and obligations of the Parties with respect to the Transactions, their feasibility and development of the subject properties in a manner which achieves economic benefit for the City. This Agreement sets forth the Parties' mutual understanding of the basic terms of the Transactions and describes certain terms to be incorporated into the Transaction Documents. During the Feasibility Period, the Parties will negotiate in good faith and use commercially reasonable efforts to reach a mutually acceptable agreement as to the final and complete forms of the Transaction Documents. In addition, this Agreement sets forth certain specific tasks to be completed during the Feasibility Period to complete the preliminary design, cost estimation and financing due diligence of the City Hall Facilities. Except as set forth in this Agreement, the Parties' obligations in connection with the Transactions are subject to the approval of the final forms of the Transaction Documents by the Parties, DMC, Department of Taxation and Council, and execution and delivery of the Transaction Documents.

3. TERM

The term (the "Term") of this Agreement shall be for a period which shall expire on the earlier of: (a) 18 months from the Effective Date, and (b) the Execution and Funding Date; unless sooner terminated as provided in Section 5 and Section 18 below.

4. PARTIES' REPRESENTATIVES

4.1. Developer's Representative. Developer hereby designates Dimitri Vazelakis (or his successor for such purpose) as the lead representative ("Developer's Representative") to represent Developer in all of its dealings with the City Parties relating to the implementation and enforcement of this Agreement; provided, however, that the Developer's Representative may delegate certain of his responsibilities to such senior employees of Developer or its Affiliates as he may determine from time to time. Developer's Representative shall notify the City Parties' Representative in writing of any such delegation. The City Parties shall direct all communications regarding this Agreement to Developer's Representative. Developer may replace the above designated Developer's Representative at any time by written notice to the City Parties' Representative. Notwithstanding the foregoing, in the event that the Developer's Representative is unavailable at any time after reasonable notice and attempts to contact him, the City Parties' Representative may direct communication regarding this Agreement to David Mitchell during such period of unavailability.

4.2. City Parties' Representative. City Parties hereby designate Doug Selby (or his successor appointed for such purpose) as the lead representative ("City Parties' Representative") to represent the City Parties in all of their respective dealings with Developer relating to this Agreement. Developer shall direct all communication regarding this Agreement to the City

Parties' Representative. Notwithstanding the foregoing, in the event that the City Parties' Representative is unavailable at any time after reasonable notice and attempts to contact him, Developer's Representative may direct communication regarding this Agreement to Scott Adams during such period of unavailability. City Parties may replace the above designated City Parties' Representative at any time by written notice to the Developer's Representative.

4.3. Meetings. The Developer's Representative and the City Parties' Representative will meet regularly with each other and with other representatives of the Parties throughout the Term, with the frequency and scope of such meetings to be determined mutually by the Developer's Representative and the City Parties' Representative, in their reasonable judgment.

4.4. City Parties' Design Review Committee. Developer acknowledges that the City Parties will establish a committee to review the design of the City Hall Facilities as such design proceeds. It is anticipated that such committee will meet monthly during the Term. Upon reasonable advance notice, Developer agrees to attend such meetings, and will cause the architect to attend such meetings if required by any of the Parties.

5. FEASIBILITY

5.1. Feasibility Period. The feasibility period (the "Feasibility Period") shall be for a period commencing on the Effective Date and ending the earlier of November 21, 2008 and the date of Feasibility Approval; provided, however, that following the date of Feasibility Approval, the Parties shall continue to have the inspection rights described in Section 5.3 and Section 5.4 below.

5.2. Feasibility Period Tasks and Analysis.

During the Feasibility Period, Developer and the City Parties shall undertake and perform the matters set forth in the Feasibility Period Schedule of Performance attached hereto as **Exhibit C**, study the feasibility of the Transactions, negotiate and finalize the forms of the Transaction Documents and certain other documents as set forth herein, and have the respective inspection rights described in this Section. During the Feasibility Period, the Parties expect to achieve a material level of design and cost estimation of the City Hall Facilities and to determine the feasibility of financing the development of the City Hall Facilities with COPs (or other public or private financing). In connection therewith and subject to the reimbursement obligations of the City Parties set forth in Section 6.1 below, Developer and City Parties agree to use commercially reasonable efforts to perform those tasks and complete the deliverables set forth on the Feasibility Schedule of Performance and in compliance with the time frames set forth on the Feasibility Schedule of Performance. The Parties agree that the feasibility analysis of the City Hall Facilities will be of the scope set forth in the City Hall Scope Schedule attached hereto as **Exhibit E**, with an approximate cost of $150,000,000.

5.3. City Parties' Inspections. City Parties and City Parties' representatives shall have the inspection rights described in this Section 5.3, subject to the terms and conditions thereof.

(a) Within 5 days following the Effective Date, Developer shall cause to be delivered to City Parties copies of any material documents, instruments and information concerning the

Queen of Hearts Parcel that is in Developer's possession or control (collectively, the "Queen of Hearts Parcel Information Materials") including, without limitation: surveys; subdivision reports; covenants, conditions and restrictions; title policies; maps; soils reports; environmental, natural resource and biological studies and reports; engineering and architectural studies; tentative map designs together with improvement plans, agreements and bonds; public subdivision reports; government zoning letters; specific plans and conditions of approval; "will-serve" letters; development agreements; grading, improvement and landscape plans and similar data; all material relating to earthquake faults and flood zones; all service, maintenance, management, brokerage, consulting, advertising and other agreements; all licenses, permits, certificates, entitlements and approvals; property tax bills, utility bills and similar records; any other existing contractual obligations; any additional agreements between Developer and third parties that may obligate City Parties in any way; and all feasibility studies, appraisals and marketing studies.

(b) The Parties acknowledge that the Developer will perform or cause to be performed, on behalf of the City Parties, those physical site investigations requested by City Parties and set forth in the Feasibility Period Budget and Feasibility Period Schedule of Performance. In the event the City Parties desire to conduct additional physical investigations and tests of the Queen of Hearts Parcel on its own behalf, then the City Parties and City Parties' representatives, agents and designees will have the right, at reasonable times during the Feasibility Period and upon at least 5 business days' prior written notice to Developer, to enter upon Queen of Hearts Parcel for the purpose of performing such tests and investigations of Queen of Hearts Parcel as City Parties deems necessary or appropriate within its sole discretion; provided, however, that prior to and as a condition to any such entry upon the Queen of Hearts Parcel, City Parties and/or its agents shall provide Developer with a certificate of insurance evidencing that such Party entering the Queen of Hearts Parcel has procured insurance with respect to the Queen of Hearts Parcel for the benefit of Developer and which meets the standards set forth in Section 5.4(b)(c) below. With respect to such testing and investigation, City Parties agrees that:

(i) All such tests and investigations will be at City Parties' sole cost and expense, subject to the provisions of Section 6 below;

(ii) The persons or entities performing such tests and investigations will be properly licensed (if applicable), duly qualified, and will have obtained all appropriate licenses and permits therefor, if required;

(iii) Developer will have the right to approve (which will not be unreasonably withheld, conditioned or delayed) any proposed invasive testing or drilling;

(iv) City Parties will advise Developer in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible;

(v) Developer will have the right to have a representative of Developer accompany City Parties and City Parties' representatives, agents or designees onto the Queen of Hearts Parcel in the course of any inspections, but such Developer representative will not impede or delay City Parties' investigations unless such investigations violate this Agreement;

(vi) Any entry by City Parties, its representative, agents or designees will not interfere unreasonably with Developer's use of the Queen of Hearts Parcel;

(vii) City Parties will indemnify, defend and hold Developer harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanic's liens) arising out of any entry upon Queen of Hearts Parcel by City Parties or its agents, designees or representatives, unless caused by the gross negligence or willful misconduct of Developer; provided, however, that City Parties shall have no liability to Developer for any loss, claim, diminution in value, lien, liability or expense incurred by Developer and arising out of (A) any matter discovered during City Parties' inspections of Queen of Hearts Parcel, including, without limitation, the discovery of any Hazardous Substance in, on, under or about the Queen of Hearts Parcel, or (B) the existing condition of the Queen of Hearts Parcel; and

(viii) Subject to Section 5.3(b)(vii) above, if City Parties causes damage to the Queen of Hearts Parcel in connection with City Parties' inspections thereof, City Parties will restore the Queen of Hearts Parcel to the same condition as it existed immediately prior to the occurrence of such damage, at City Parties' sole cost and expense. Until restoration is complete, City Parties will take all steps necessary to ensure that any conditions created by City Parties' testing will not unreasonably interfere with the normal operation of the Queen of Hearts Parcel or create any dangerous, unhealthy, unsightly or noisy conditions on the Queen of Hearts Parcel. Nothing in this Section shall impose upon City Parties any responsibility or obligation whatsoever to test for, remove, remediate, treat, clean-up, dispose of, or have any other obligation whatsoever with respect to any Hazardous Substance that is discovered by City Parties in, on, under or about the Queen of Hearts Parcel, so long as the same were not released onto the Queen of Hearts Parcel by City Parties, its agents or contractors.

5.4. Developer's Inspections. Developer and Developer's representatives shall have the inspection rights described in this Section 5.4, subject to the terms and conditions thereof.

(a) Within 5 days following the Effective Date, City Parties shall cause to be delivered to Developer copies of any material documents, instruments and information concerning Parcel P-Q that is in City Parties' possession or control (collectively, the "Parcel P-Q Information Materials") including, without limitation: surveys; subdivision reports; covenants, conditions and restrictions; title policies; maps; soils reports; environmental, natural resource and biological studies and reports; engineering and architectural studies; tentative map designs together with improvement plans, agreements and bonds; public subdivision reports; government zoning letters; specific plans and conditions of approval; "will-serve" letters; development agreements; grading, improvement and landscape plans and similar data; all material relating to earthquake faults and flood zones; all service, maintenance, management, brokerage, consulting, advertising and other agreements; all licenses, permits, certificates, entitlements and approvals; property tax bills, utility bills and similar records; any other existing contractual obligations; any additional agreements between City Parties and third parties that may obligate Developer in any way; and all feasibility studies, appraisals and marketing studies.

(b) Developer and Developer's representatives, agents and designees will have the right at reasonable times during the Feasibility Period, and upon at least 5 business days' prior written notice to City Parties, to enter upon Parcel P-Q for the purpose of performing such tests

and investigations of Parcel P-Q as Developer deems necessary or appropriate within its sole discretion. With respect to such testing and investigation, Developer agrees that:

(i) All tests and investigations will be at Developer's sole cost and expense, subject to the provisions of Section 6 below;

(ii) The persons or entities performing such tests and investigations will be properly licensed (if applicable), duly qualified, and will have obtained all appropriate licenses and permits therefor, if required;

(iii) City Parties will have the right to approve (which will not be unreasonably withheld, conditioned or delayed) any proposed invasive testing or drilling;

(iv) Developer will advise City Parties in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible;

(v) City Parties will have the right to have a representative of City Parties accompany Developer and Developer's representatives, agents or designees onto Parcel P-Q in the course of any inspections, but such City Parties representative will not impede or delay Developer's investigations unless such investigations violate this Agreement;

(vi) Any entry by Developer, its representative, agents or designees will not interfere unreasonably with City Parties' use of Parcel P-Q;

(vii) Developer will indemnify, defend and hold City Parties harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanic's liens) arising out of any entry upon Parcel P-Q by Developer or its agents, designees or representatives, unless caused by the gross negligence or willful misconduct of City Parties; provided, however, that Developer shall have no liability to City Parties for any loss, claim, diminution in value, lien, liability or expense incurred by City Parties and arising out of (i) any matter discovered during Developer's inspections of Parcel P-Q, including, without limitation, the discovery of any Hazardous Substance in, on, under or about Parcel P-Q, or (ii) the existing condition of the Parcel P-Q; and

(viii) Subject to Section 5.4(b)(vii) above, if Developer causes damage to Parcel P-Q in connection with Developer's inspections thereof, Developer will restore Parcel P-Q to the same condition as it existed immediately prior to the occurrence of such damage, at Developer's sole cost and expense. Until restoration is complete, Developer will take all steps necessary to ensure that any conditions created by Developer's testing will not unreasonably interfere with the normal operation of Parcel P-Q or create any dangerous, unhealthy, unsightly or noisy conditions on Parcel P-Q. Nothing in this Section shall impose upon Developer any responsibility or obligation whatsoever to test for, remove, remediate, treat, clean-up, dispose of, or have any other obligation whatsoever with respect to any Hazardous Substance that is discovered by Developer in, on, under or about Parcel P-Q, so long as the same were not released onto Parcel P-Q by Developer, its agents or contractors.

(c) Developer agrees to obtain and furnish to City Parties prior to the entry onto Parcel P-Q, a Certificate of Insurance 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, with respect to Parcel P-Q. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Coverage limits may be met by utilizing a combination of primary and excess/umbrella policies written in blanket form. Each of the parties comprising City Parties shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the Developer's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. The adequacy of the insurance supplied by the Developer, including the rating and financial health of each insurance company providing coverage, is subject to the approval of City Parties, which approval shall not be unreasonably withheld, conditioned or delayed. City Parties requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate of Insurance shall indicate that neither the insurance company nor Developer can cancel the insurance without at least 10 days prior written notice to City Parties. The Parties agree that the specified coverage or limits of insurance in no way limit the liability of the Developer. Developer will not do or permit to be done anything in or upon any portion of Parcel P-Q, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon Parcel P-Q. All deductibles and self-insurance retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of City Parties.

5.5. Termination or Feasibility Approval by City Parties. City Parties may, in their sole discretion, by written notice to Developer delivered no later than the end of the Feasibility Period, terminate this Agreement if City Parties are dissatisfied with any of the matters relating to Feasibility Approval. If City Parties terminate this Agreement and the obligations of the Parties in accordance with this Section 5.5, the Parties will have no obligation to enter into the Transaction Documents or any other agreement described herein. In the event City Parties elect to approve feasibility and proceed pursuant to Section 5.8 below, City Parties shall deliver a written notice ("City Parties' Feasibility Notice") of such election to Developer on or before the expiration of the Feasibility Period. If City Parties do not deliver the City Parties' Feasibility Notice to Developer on or before the expiration of the Feasibility Period, City Parties shall be conclusively deemed to have elected to terminate this Agreement pursuant to this Section 5.5. In the event of any termination, the Parties shall have no liability or obligations to the other except for those obligations surviving pursuant to Section 18.3 below.

5.6. Termination or Feasibility Approval by Developer. Developer may, in its sole discretion, by written notice to City Parties delivered no later than the end of the Feasibility Period, terminate this Agreement if Developer is dissatisfied with any of the matters relating to Feasibility Approval. If Developer timely terminates this Agreement and the obligations of the Parties in accordance with the requirements of this Section 5.6, the Parties will have no obligation to enter into the Transaction Documents or any other agreement described herein. In the event Developer elects to approve feasibility and proceed pursuant to Section 5.8 below, Developer shall deliver a written notice ("Developer's Feasibility Notice") of such election to City Parties on or before the expiration of the Feasibility Period. If Developer does not deliver the Developer's Feasibility Notice to City Parties on or before the expiration of the Feasibility Period, Developer shall be conclusively deemed to have elected to terminate this Agreement

pursuant to this Section 5.6. In the event of any termination, the Parties shall have no liability or obligations to the other except for those obligations surviving pursuant to Section 18.3 below.

5.7. Feasibility Period Schedule of Performance. Each item set forth in the Feasibility Period Schedule of Performance indicates a date by which such item is to be evaluated by the applicable Party. If a written notice of disapproval of such item is timely delivered by a Party to the other Party, the Parties shall have 10 days within which to resolve the subject matter of the written notice of disapproval, by a writing signed by the City Parties' Representative and the Developer's Representative. In the event a Party fails to deliver a notice of disapproval with respect to a Schedule of Performance item within 10 days after its delivery, such item shall be deemed approved.

5.8. Joint Approval. In the event City Parties timely deliver the City Parties' Feasibility Notice to Developer and Developer timely delivers the Developer's Feasibility Notice to City Parties (collectively, "Feasibility Approval"), then the Parties shall prepare a joint approval certificate (the "Joint Approval Certificate"). The Joint Approval Certificate shall contain: (a) preliminary design documents for the City Hall Facilities, (b) a cost estimate for the City Hall Facilities, (c) a Contingency Period Budget, including an appropriation for Additional City Hall Costs and Contingency Period Budget Costs (collectively, the "Contingency Period Costs"), (d) a Contingency Period Schedule, (e) an operating and maintenance budget for the City Hall Facilities (prepared by City Parties), (f) a term sheet for COPs containing the expected maximum interest rate and any other terms the City Parties determine (or alternatively, a term sheet for other public or private financing), and (g) the final form of the Transaction Documents. As soon as reasonably practical within the Term, the Parties shall present the Joint Approval Certificate to the Council (and the Agency in connection with the Owner Participation Agreement) for approval. In the event the Council (and the Agency in connection with the Owner Participation Agreement) approves the Joint Approval Certificate, then the Council shall (x) appropriate funds for the Contingency Period Costs, and (y) resolve to initiate the process to execute and deliver COPs (or other public or private financing) to fund the City Hall Facilities. In the event the Council (and the Agency in connection with the Owner Participation Agreement) does not approve the Joint Approval Certificate, then such event shall not be a default and there shall be no obligation on any Party to enter into the Transaction Documents, and the Parties shall proceed pursuant to Section 5.11.

5.9. Contingency Period. The period of time from the date of Feasibility Approval to the Execution Date or the termination of this Agreement is the "Contingency Period." During the Contingency Period, the Parties shall seek approval of the Joint Approval Certificate and City Parties shall take such action as is necessary to present and seek the approvals for the COPs (or other public or private financing) from the Clark County Debt Management Commission (the "DMC") and the Nevada Department of Taxation ("Department of Taxation"). The Parties acknowledge that the approvals of the Council (and the Agency in connection with the Owner Participation Agreement), before and after the DMC and the Department of Taxation approvals, are discretionary, and that in the event any required approval of the Council (and the Agency in connection with the Owner Participation Agreement), the DMC or the Department of Taxation is not provided for any reason whatsoever on or before the expiration of the Term, this Agreement shall be deemed terminated, such event shall not be considered a default, and there shall be no obligation on any Party to enter into the Transaction Documents. During the Contingency Period,

the Parties will also proceed to complete the remaining design of the City Hall Facilities and the execution and delivery of the COPs (or funding in connection with any other public or private financing). Notwithstanding the execution of the Joint Approval Certificate, if the COPs are not executed and delivered (or funding in connection with any other public or private financing) as scheduled and projected for any reason whatsoever, then such event shall not be a default and there shall be no obligation on any Party to enter into the Transaction Documents. In the event that any approval required under this Section 5.9 is disapproved and it is conclusive that the COPs will not be executed and delivered, the Parties, only upon written notice by either Party, shall proceed pursuant to Section 5.11.

5.10. Execution and Funding. The Parties will agree on the conditions and timing for Execution and Funding during the Feasibility Period and submit such conditions to the Council for approval in the Joint Approval Certificate pursuant to Section 5.8 and Section 5.9 above.

5.11. Continued Feasibility Analysis. In the event the approvals required by Section 5.8 and Section 5.9 above are not obtained or Execution and Funding is not consummated as set forth in Section 5.10 above, the Parties shall continue to explore possible alternatives to complete the Transactions, provided, however that the Parties shall be under no obligation to enter into the Transaction Documents or any other transaction whatsoever. In the event the Parties do not reach an agreement on a mutually acceptable structure to achieve Execution and Funding within the lesser of 60 days (from the date set forth in the next sentence) and the remaining days of the Term, then either Party may terminate this Agreement upon 10 days written notice to the other Party. In the event of any termination, the Parties shall have no liability or obligations to the other except for those obligations surviving pursuant to Section 18.3 below. Such 60 day period shall run from the date of any disapproval of any approval required under Section 5.8 and Section 5.9 above or the date that it is conclusive that the COPs will not be executed and delivered. In no event will this Section 5.11 in any way operate to extend the Term.

5.12. Extension of Feasibility Period. The Feasibility Period may be extended for 2 periods of up to 60 days each by a writing executed and delivered by both City Parties' Representative and Developer's Representative, in their respective sole discretion.

5.13. Additional Exhibits. The Parties acknowledge that it is their intent that the forms of the Transaction Documents, when and if approved pursuant to Section 5.8 and Section 5.9, shall be attached as exhibits to this Agreement, and agree that in connection with the submittals to be made pursuant to Section 5.8, the Parties shall submit to the Council for approval an amendment to this Agreement whereby the forms of the Transaction Documents are attached as exhibits to this Agreement as indicated below in Sections 9, 10, 11, and 12. Notwithstanding the approval of the forms of the Transaction Documents, the Parties will reasonably cooperate with each other to revise the forms of the Transaction Documents if needed to obtain underwriting or other necessary approvals, provided such revisions do not affect the benefits for, or impose new or additional burdens on, a Party.

6. FUNDING OF CERTAIN COSTS

6.1. Feasibility Period Costs. The City Parties shall pay directly or reimburse Developer for all of the costs and expenses set forth in the Feasibility Period Budget, up to but

not to exceed the amount set forth in the Feasibility Period Budget, subject in each case to the prior approval of incurring such costs and expenses and the amount thereof by the City Parties Representative. City Parties Representative shall review and approve all contracts with third parties for which any disbursement is to be requested from the initial appropriation amount set forth in the Feasibility Period Budget. The Parties agree that the amount of certain line items set forth in the Feasibility Period Budget may be adjusted from time to time by the written agreement of the Developer's Representative and the City Parties' Representative, so long as the total amount of the Feasibility Period Budget is not increased by such adjustment. It is contemplated by the Parties that the initial appropriation amount set forth in the Feasibility Period Budget will be sufficient to pay for all of the costs and expenses of the items set forth in the Feasibility Period Budget. If the initial appropriation is insufficient to pay for all of the costs and expenses of the items set forth in the Feasibility Period Budget, the Parties acknowledge that additional funding may be requested from the City; provided, however, that the Parties acknowledge that neither Party shall be obligated to fund Additional City Hall Costs (defined in Section 6.2 below).

6.2. Additional City Hall Costs. Costs and expenses related to the City Hall Facilities project which have been approved in writing by the City Parties, at their sole discretion, which approval may be given on behalf of the City Parties by the City Parties' Representative, and which are not included in the Feasibility Period Budget, or are in excess of the Feasibility Period Budget, are referred to herein as "Additional City Hall Costs." Developer may choose to fund certain Additional City Hall Costs, but shall not be obligated to do so. In the event Developer funds certain Additional City Hall Costs, such Additional City Hall Costs shall be included in the Contingency Period Budget, but shall be paid as City Hall Facilities Development Costs if Execution and Funding occurs. The City Parties shall pay directly or reimburse Developer for such Additional City Hall Costs in the event the Parties execute the Joint Approval Certificate, but Execution and Funding does not occur; provided, however, that the City Parties shall not be liable for such Additional City Hall Costs in the event Execution and Funding does not occur due to a breach of this Agreement by Developer.

6.3. Architect's Contract. In order to meet the City Parties' schedule, Developer will enter into a contract with an architect to provide certain preliminary design documents and services during the Feasibility Period. The architect and the architect's contract shall be subject to review and approval by City Parties' Representative and the costs associated with the architect's contract will be paid as provided in this Section 6 as either costs included in the Feasibility Period Budget or Additional City Hall Costs. Developer agrees that the architect's contract and any other agreements providing services in connection with the tasks to be performed during the Feasibility Period shall be expressly assignable to the City Parties and to their assignees.

6.4. Certain Other Costs. Except as set forth above, each Party shall pay its own costs and expenses incurred during the Term; provided, however, that any costs or expenses (except for legal fees) incurred by Developer on behalf of the City Parties from April 2, 2008 to the Effective Date for items described in the Feasibility Period Budget are included in the Feasibility Period Budget.

6.5. Ownership of Feasibility Materials. The Parties agree that all studies, design products, budgets and other financial projections and all other deliverables and products generated during the Feasibility Period relating to the City Hall Facilities shall be delivered to and owned by the City Parties whether or not Feasibility Approval is given or obtained as required hereunder.

7. EXCLUSIVITY COVENANTS

Developer agrees that during the Term, it shall not negotiate directly or indirectly with any person or entity any matters regarding development, sale, lease or other dispositions of the Queen of Hearts Parcel, or any portion thereof. The City Parties agree that during the Term they shall not negotiate, directly or indirectly, with any person or entity any matters regarding development, sale, lease or other dispositions of Parcel P-Q or any portions thereof, or development of the City Hall Facilities. The foregoing exclusivity covenant of the City Parties applicable to Parcel P-Q shall not apply to any other portion of Union Park.

8. CITY PARTIES' QUEEN OF HEARTS OPTION

City Parties shall have an option to purchase the Queen of Hearts Parcel upon and subject to the terms and conditions set forth in the Queen of Hearts Purchase Option attached hereto as **Exhibit F**. The City Parties shall have the right and option to purchase the Queen of Hearts Parcel upon the happening of either all the events stated in Section 8.1 or all the events stated in Section 8.2, below. This option shall commence upon the earlier to occur of all the events stated in Section 8.1 and all the events stated in Section 8.2, below. Upon execution of this Agreement, the Parties shall enter into the Queen of Hearts Purchase Option and record a memorandum of the Queen of Hearts Purchase Option in the land records of Clark County, Nevada. If any provisions of this Section 8 conflict with the provisions of the Queen of Hearts Purchase Option, the provisions of this Agreement shall be subordinate to the provisions of the Queen of Hearts Purchase Option.

8.1. Both of the following occur:

(a) This Agreement (i) is terminated by Developer pursuant to Section 5.6, or (ii) is deemed terminated because the Feasibility Period expires without Feasibility Approval; and within 60 days thereafter

(b) The Council approves (i) the preliminary design documents for the City Hall Facilities, and (ii) the cost estimate for the City Hall Facilities.

8.2. Both of the following occur:

(a) Feasibility Approval occurs; and

(b) Either (i) this Agreement is terminated as a result of a Developer breach of this Agreement; (ii) the required approvals set forth in Section 5.9 are not obtained within the time periods set forth in Sections 5.9 and 5.11, whichever is applicable; or (iii) the COPs are not executed and delivered and City Parties pursue alternate public or private financing for the City

Hall Project and Developer elects not to proceed with such alternative public or private financing.

9. DEVELOPMENT AND LEASE OF CITY HALL FACILITIES

9.1. City Hall Facilities. It is intended that Developer will develop the City Hall Facilities upon the Queen of Hearts Parcel as set forth in the City Hall Schedule Scope.

9.2. Certificates of Participation. The City contemplates that it will utilize COPs to fund the City Hall Facilities Development Costs. The Parties agree that the obligations of the Parties to proceed with the Transactions and to execute the Transaction Documents are contingent on the ability of the City to issue the COPs (or obtain alternative funding in connection with any other public or private financing) on terms and conditions acceptable to the City Parties. Following completion of the City Hall Facilities and payment of the City Hall Facilities Development Costs (as defined in Section 9.3 below), the City Hall Facilities will be conveyed to the City or its designee. Subject to the terms and conditions of the final City Hall Development Agreement and provided that requests for disbursements for the payment of City Hall Facilities Development Costs are approved as required by, and are otherwise in compliance with, the City Hall Development Agreement, during the course of construction of the City Hall Facilities, Developer shall submit monthly payment requests representing City Hall Facilities Development Costs (as defined in Section 9.3 below) incurred by Developer, together with reasonable supporting documentation to the City and/or Lessor and the City and/or Lessor shall make payments to Developer in the amount of such payment requests within 15 days of receipt of such request with all supporting documentation. The specific terms and conditions for such payment requests by Developer and payments to Developer in connection therewith shall be further described in, and governed by, the City Hall Development Agreement.

9.3. City Hall Facilities Development Costs. The "City Hall Facilities Development Costs" shall consist of the costs and expenses for design, construction, development and financing of the City Hall Facilities as set forth in the City Hall Scope Schedule and the City Hall Development Agreement.

9.4. City Hall Development Agreement. Effective as of the Execution Date, Developer (or a Developer Assignee) will enter into the "City Hall Development Agreement" with the City or an Affiliate of the City whereby Developer will develop the City Hall Facilities upon the Queen of Hearts Parcel according to the plans and specifications approved by the City Parties. The form of the City Hall Development Agreement shall be subject to the approval of the Council pursuant to Section 5.8 above and shall be attached hereto as **Exhibit K**. Developer agrees that the parent company of FC Vegas 39 and FC Vegas 20, which is Forest City Enterprises, Inc., an Ohio corporation ("Parent"), will provide, at no cost or fee, a completion guaranty of Developer's obligations under the City Hall Development Agreement on terms and conditions reasonably acceptable to City Parties and Parent and the form of such completion guaranty (the "Completion Guaranty") will be agreed upon during the Feasibility Period and submitted to the Council for approval in connection with the Joint Approval Certificate.

9.5. City Hall Lease. In connection with the execution and delivery of the COPs, Lessor and the City shall enter into the City Hall Lease, wherein the City Hall Facilities will be

leased to the City for a term of 30 years with an option to purchase the City Hall Facilities at any time during the term of the City Hall Lease. Certain rent deferrals and accruals as negotiated by the City and Lessor shall be set forth in the City Hall Lease. Developer acknowledges that the City Hall Lease shall contain a clause automatically terminating the City Hall Lease in the event the City fails to appropriate funds in any fiscal year to pay the rent due thereunder. The form of the City Hall Lease shall be subject to the approval of the Council pursuant to Section 5.8 above and shall be attached hereto as **Exhibit I**. In the event alternate financing is obtained, the Parties acknowledge that the structure of certain transactions involving the City Hall Lease may be modified.

9.6. Ground Lease. Prior to commencement of construction of the City Hall Facilities, Developer intends to convey the Queen of Hearts Parcel to an Affiliate. Such Affiliate intends to enter into a ground lease (the "Ground Lease") of the Queen of Hearts Parcel for a term of 99 years with a second Affiliate for a specified fair market value rent, as agreed upon by the Parties and set forth in the Ground Lease. The Ground Lease shall be subject to certain terms of the Sub-Ground Lease. The forms of the Ground Lease and Sub-Ground Lease shall be subject to the approval of the Council pursuant to Section 5.8 above and shall be attached hereto as **Exhibit J and J-1**, respectively.

9.7. Sub Ground Lease. The Parties acknowledge that the Lessee under the Ground Lease will lease the Queen of Hearts Parcel to the City for a term of 99 years at a rental equal to the rent due under the Ground Lease; provided, however, that until the City Hall Facilities Completion Date and continuing during the term of Developer's Exchange Option, the rent shall be at a nominal annual rental of $1.00 (the Parties acknowledge that Developer's land carry and other costs are included in the City Hall Facilities Development Costs).

9.8. Conflicting Provisions; Non-Disturbance Agreements. If any provisions of this Section 9 conflict with the provisions of the City Hall Development Agreement, the City Hall Lease, the Ground Lease or the Sub-Ground Lease, the provisions of this Agreement shall be subordinate to the provisions of the City Hall Development Agreement, the City Hall Lease, the Ground Lease and the Sub-Ground Lease. In no way does this Section 9.8 create any priority between the City Hall Development Agreement, the City Hall Lease, the Sub-Ground Lease or the Ground Lease. Developer shall cause the lessors under the Ground Lease and the Sub-Ground Lease to enter into specific recordable recognition, attornment and non-disturbance agreements with any subtenant of the Queen of Hearts Parcel and/or City Hall Facilities on terms reasonably satisfactory to such subtenants.

10. EXCHANGE OF QUEEN OF HEARTS PARCEL FOR PARCEL P-Q

10.1. Exchange and Parcel P-Q Development Agreement. It is the intent of the Parties that Developer (or a Developer Affiliate) and City Parties enter into the Exchange and Parcel P-Q Development Agreement, to be effective as of the Execution and Funding Date, which will set forth the terms and conditions of the Exchange. Developer or Developer's Affiliate shall have an option (the "Exchange Option") to cause the Parties to complete the Exchange, subject to satisfaction of the conditions precedent set forth in the Exchange and Parcel P-Q Development Agreement. The Exchange Option shall have a term of 3 years commencing upon the City Hall Facilities Completion Date.

10.2. Exchange Property Values. The Parties have determined the value of the Queen of Hearts Parcel to be $33,170,000. The Parties have determined the value of Parcel P-Q to be $40,250,747, assuming it is the only property within Union Park upon which non-restricted gaming operations (as defined in NRS Section 463.0177) may be conducted. Accordingly, through the term of the Exchange Option, the purchase price for the Queen of Hearts Parcel is $33,170,000, and the purchase price for Parcel P-Q is $40,250,747. The Parties shall agree during the Feasibility Period as to the form and timing of the payment by the Developer of the amount by which the purchase price for Parcel P-Q exceeds the purchase price for the Queen of Hearts Parcel. The Parties acknowledge that they will offset any cost to Developer of the metro police and City fire rescue substation on Parcel P-Q as described in Section 11.1, against the amount by which the purchase price for Parcel P-Q exceeds the purchase price for the Queen of Hearts Parcel.

10.3. Tax Deferred Exchange. City Parties will cooperate with Developer, at no cost to City Parties, to complete the Exchange in a tax-efficient manner. Developer contemplates completing the Exchange through a qualified intermediary in connection with a 1031 tax-deferred exchange. The Exchange will be structured in such a way that the value of the 1031 tax-deferred exchange relates to the raw land only and does not include the value of any improvements.

10.4. City Option to Purchase Queen of Hearts Parcel. The Exchange and Parcel P-Q Development Agreement shall provide that in the event the Exchange Option is not exercised by Developer (or Developer's Affiliate), commencing upon termination of the Exchange Option and continuing for the term of the City Hall Lease, the City shall have an option to purchase the Queen of Hearts Parcel. In the event the City exercises its option to purchase the Queen of Hearts Parcel within 18 months after the termination of the Exchange Option and the City has satisfied all conditions to closing within 60 days of the exercise of the option, including funding, the purchase price for the Queen of Hearts Parcel will be as set forth in Section 10.2 above. In the event the City does not exercise its option to purchase the Queen of Hearts Parcel within 18 months after the termination of the Exchange Option and satisfy all conditions to closing within 60 days of the exercise of the option, including funding, the purchase price for the Queen of Hearts Parcel will thereafter be pursuant to a process to determine fair market value as agreed upon by the Parties. The form of the Exchange and Parcel P-Q Development Agreement shall be subject to the approval of the Council pursuant to Section 5.8 above and shall be attached hereto as **Exhibit K**.

10.5. Conflicting Provisions. If any provisions of this Section 10 conflict with the provisions in the Exchange and Parcel P-Q Development Agreement, the provisions of this Agreement shall be subordinate to the provisions of the Exchange and Parcel P-Q Development Agreement.

11. DEVELOPMENT OF PARCEL P-Q

11.1. Parcel P-Q Development Program. The development program contemplated for Parcel P-Q is a 1,000 room hotel and casino resort, or such other development program as is agreed to by the Parties. In addition, the development program will accommodate a combined metro police and City fire rescue substation, the cost of which will be paid as discussed in

Section 10.2. In the event Developer exercises its option to acquire Parcel P-Q from City Parties, Developer intends to start construction of Parcel P-Q within 5 years after the Execution and Funding Date, subject to excusable delay or failure of a condition as may be mutually agreed by the Parties.

11.2. Agreement for Development of Parcel P-Q. The Exchange and Parcel P-Q Development Agreement will address the scope of development, scheduling, environmental obligations of the Parties, requisite offsite improvements and infrastructure, conditions to the Parties' performance, and various other matters.

11.3. Gaming Restriction. Within the Feasibility Period the City Parties shall limit non-restricted gaming operations (as defined in NRS Section 463.0177) within Union Park to Parcel P-Q (except that portion owned by ODP) through deed restrictions on all other parcels in Union Park, except for Parcel A-1, the Lou Ruvo Brain Institute, which has already been conveyed to a third party without deed restrictions, or other means reasonably acceptable to Developer.

11.4. Conflicting Provisions. If any provisions of this Section 11 conflict with the provisions in the Exchange and Parcel P-Q Development Agreement, the provisions of this Agreement shall be subordinate to the provisions of the Exchange and Parcel P-Q Development Agreement.

12. DEVELOPMENT OF BLOCKS A, C, AND D

12.1. Block Project Development Program. The Parties contemplate that the development program for the entire Block Project will eventually consist of approximately 1,000,000 square feet of office and ancillary retail space. Phase 1 of the Block Project ("Phase 1") will comprise no less than the amount of space for office uses developed within the City Hall Facilities. In connection with Phase 1 development, Developer at its cost and expense will also demolish and remove the existing improvements from the surface of the remainder of the Block Project and improve such area with a combination of landscaping and/or surface parking. Developer will be required to start construction of Phase 1 development within 12 months after the start of construction of the City Hall Facilities, subject to Unavoidable Delay or failure of a condition precedent. The ultimate size and timing of future Phases will be driven by market demand.

12.2. Vacation of Portion of First Street. The Parties contemplate vacating a portion of First Street between Block A and Block B (the "Vacation") to form an urban concourse suitable for recreation activity and gaming adjacent to the new Regional Transit Center. The Parties desire to complete the Bonneville couplet between Main Street and Casino Center with appropriate above grade access in connection with the Vacation. However, in the event the Bonneville couplet is not completed when needed in connection with the Vacation, then an interim traffic solution that will allow the Vacation to be timely completed must be approved by the City, the RTC and Developer. The completion of the Vacation is a condition to the start of construction of Phase 1 development. The Parties acknowledge that Developer intends to construct a podium and other improvements, including habitable structures and possible bridge connections across Bonneville Avenue above the First Street closure, and above grade over the

Bonneville couplet between Bonneville Avenue and Clark Avenue. The Parties will use commercially reasonable efforts to resolve, no later than July 10, 2008, the terms of the acquisition of any real property needed by either party for the completion of the Phase 1 development and the Bonneville couplet.

12.3. Parking. During the Feasibility Period the Parties shall review various methods of parking to service the Block Project as listed in paragraphs (a)-(f) below. Developer agrees that the actual parking requirements for the Block Project are subject to review by all agencies and departments having jurisdiction to review the Block Project and the buildings to be developed pursuant thereto and, therefore, the parking requirements for the Block Project will be subject to the normal planning and building approval process of the City and it agencies.

(a) A total of not more than 3 parking spaces per 1,000 square feet of commercial space are projected to be required in connection with the proposed Block Project.

(b) The Parties anticipate that 1 parking space per 1,000 square feet of office space will be owned and constructed onsite by Developer, at its sole cost, and will be allocated as private parking spaces for use by tenants of office space within the Block Project.

(c) If requested by Developer, the City will reasonably consider the creation of a special improvement district in order to facilitate the development of parking spaces servicing the Block Project. In addition, the City may agree, at its sole discretion, to provide other forms of public financing assistance in order to facilitate the development of parking spaces servicing the Block Project.

(d) The Parties may explore the ability to use surplus parking spaces within the City Hall Facilities and other options for meeting the Block Project's parking requirements, including land owned by Developer.

(e) The City Parties will explore forming a City sponsored parking district including locations outside the Block Project in order to maximize the utility of parking resources and to facilitate parking for future Phases of the Block Project.

(f) The Parties will enter into a Parking Management Agreement which will address coordinating the public and private uses, charges and rights and obligations of the Parties with respect to the parking spaces servicing the Block Project and City Hall Facilities.

12.4. Block Project Development Agreement. The City Parties and Developer will enter into an agreement for the development of the Block Project (the "Block Project Development Agreement"). The form of the Block Project Development Agreement shall be subject to the approval of the Council pursuant to Section 5.8 above and shall be attached hereto as **Exhibit O**. The Block Project Development Agreement will also address the following matters:

(a) Required utilities and infrastructure for the Block Project. The City Parties shall be responsible for the cost of utilities, street improvements and beautification, and infrastructure in connection with the City Hall Facilities project as set forth in the City Hall Scope Schedule.

The City Parties anticipate that certain improvements in connection with the Bonneville couplet will be funded by the RTC.

(b) Acquisition of requisite property by the City Parties (or other governmental agency) for the Bonneville couplet.

(c) Promenade - First Street Improvements. The City Parties will support a public/private plan for the upgrade of improvements to First Street between Bonneville Avenue and Carson Avenue.

(d) The City Parties will use commercially reasonable efforts to facilitate direct pedestrian access between Union Park and the City Hall Facilities.

12.5. Tax Increment Financing. In connection with the Block Project, the Parties acknowledge and agree that Developer will make application to the Agency for approval and execution of an Owner Participation Agreement with Agency by which the Agency will pledge 100% of the available accrued tax increment (which presently constitutes 82% of the total tax increment associated with the Block Project) associated with the Block Project until the term of the Agency expires (including any extensions or renewals of the term) or 20 years from the completion of each Phase, whichever is earlier. The Parties acknowledge that the Block Project is a phased development. The Owner Participation Agreement will apply to Phase 1 and all future Phases of the Block Project. The Owner Participation Agreement will set forth various terms and conditions relating to the scope and timing of the development of the Block Project and vesting of the available accrued tax increment. The form of the Owner Participation Agreement shall be attached hereto as **Exhibit M**.

12.6. Conflicting Provisions. If any provisions of this Section 12 conflict with the provisions in the Block Project Development Agreement or the Owner Participation Agreement, the provisions of this Agreement shall be subordinate to the provisions of the Block Project Development Agreement and the Owner Participation Agreement.

13. ADDITIONAL PARCEL DEVELOPMENT RIGHTS

In the event (i) the Parties enter into the Transaction Documents and (ii) currently existing development agreements for other parcels within Union Park located north of Discovery Drive are terminated, Developer shall have the right of first negotiation to acquire and develop such parcels. In such event, City Parties shall provide written notice to Developer and offer to enter into an Exclusive Negotiations Agreement (the "Exclusive Negotiations Agreement") with Developer for the applicable parcel(s) which shall have a term of 6 months. The form of the Exclusive Negotiations Agreement shall be agreed upon by the Parties by July 10, 2008 and as soon as reasonably practical thereafter, shall be attached hereto as **Exhibit G**. Developer shall execute and return the Exclusive Negotiations Agreement for an applicable parcel within 30 days of such notice to Developer. In the event Developer fails to execute and return the respective Exclusive Negotiations Agreement for an applicable parcel within such 30 days, Developer shall be deemed to have irrevocably rejected the Exclusive Negotiations Agreement and thereafter shall have no rights whatsoever in connection with such parcel. Excepted from this provision are exchanges of parcels under existing agreements with other developers, or new agreements with

developers who have developments south of Discovery Drive and who acquire rights on the following parcels north of Discovery Drive: K, L, O-1, O-2, M-4 and N. The provisions of this Section 13 will be included in the Exchange and Parcel P-Q Development Agreement.

14. REPRESENTATIONS AND WARRANTIES

14.1. Representations and Warranties of the City Parties. The City Parties hereby represent and warrant the following to Developer for the purpose of inducing Developer to enter into this Agreement and to complete Execution and Funding, all of which shall be true as of the date hereof and as of the Execution and Funding Date:

(a) Authority. The City Parties have the legal power, right and authority to enter into this Agreement. The individuals executing this Agreement and the instruments referenced herein on behalf of the respective City Parties hereby represent and warrant that he or she has the power, right and authority to bind such City Parties.

(b) Consents. The City Parties have taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and no consent of any other Party is required.

(c) Enforceability. This Agreement is valid and legally binding upon the City Parties and enforceable in accordance with its respective terms. Each person executing this Agreement on behalf of City Parties is authorized to do so.

(d) No Breach. The execution of this Agreement shall not result in a breach of or constitute a default under any agreement, document, instrument, or other obligation to which the City Parties is a party or by which City Parties may be bound, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to the City Parties.

(e) Violations of Law or Restrictions. To the City Parties' actual knowledge, there are no violations of any statute, law, ordinance, rule, regulation, covenant, condition or restriction with respect to the use, maintenance, operation, or condition of Parcel P-Q or any part thereof, or any installations therein or thereon, nor do the City Parties have reason to believe any such violation exists.

(f) Condemnation. To the City Parties' actual knowledge, there are no condemnation proceedings pending or contemplated against Parcel P-Q or any part thereof.

(g) No Property Agreements. There are (i) no leases or other agreements permitting possession or occupancy of all or any portion of Parcel P-Q by any third party, and (ii) no contracts or other agreements for management, operations, services, supplies or materials affecting the use, operation or management of Parcel P-Q which shall survive the Exchange. No third party has an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of Parcel P-Q, and City Parties has entered into no other contracts for the sale of all or any portion of Parcel P-Q with any third party. Prior to the Exchange, City Parties shall not enter into any option to purchase, right of first refusal, right of first offer or other similar agreement with respect to the purchase and sale of Parcel P-Q or any other agreement

which would render the City Parties unable to convey Parcel P-Q to Developer at the closing of the Exchange.

(h) Insolvency or Receiver. City Parties has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by City Parties' creditors, (iii) suffered appointment of a receiver to take possession of all or substantially all of City Parties' assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of City Parties' assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(i) Accuracy of Information. Neither this Agreement, the Exhibits hereto, the Parcel P-Q Information Materials, or any document, certificate or statement referred to herein or furnished to Developer pursuant to this Agreement (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or, omits to state a material fact.

(j) Certification of Reports. City Parties shall cooperate with Developer's requests to have any Parcel P-Q Information Materials, or any other reports, surveys, or analysis prepared by third parties certified to Developer by such third parties, at no cost to City Parties.

(k) Maintenance of Property. From and after the Effective Date, City Parties shall operate and manage Parcel P-Q in the normal and ordinary course and in accordance with all applicable federal, state and local laws, ordinances and requirements, and shall maintain Parcel P-Q in good order, condition and repair. City Parties shall not make, authorize or consent to any material alterations to Parcel P-Q without the prior written consent of Developer, which consent shall not be unreasonably withheld.

14.2. Representations and Warranties of Developer. Developer hereby represents and warrants the following to City Parties for the purpose of inducing City Parties to enter into this Agreement and to complete Execution and Funding, all of which shall be true as of the date hereof and as of the Execution and Funding Date:

(a) Authority. Developer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein. Each individual executing this Agreement and the instruments referenced herein on behalf of Developer hereby represents and warrants that he or she has the power, right and authority to bind Developer.

(b) Consents. Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and no consent of any other party is required.

(c) Enforceability. This Agreement shall be duly executed by and is, or shall be, valid and legally binding upon Developer and enforceable in accordance with its terms. Each person executing this Agreement on behalf of Developer is authorized to do so.

(d) No Breach. The execution of this Agreement shall not result in a breach of or constitute a default under any agreement, document, instrument, or other obligation to which

Developer is a party or by which Developer may be bound, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Developer.

(e) Violations of Law or Restrictions. To Developer's actual knowledge, there are no violations of any statute, law, ordinance, rule, regulation, covenant, condition or restriction with respect to the use, maintenance, operation, or condition of the Queen of Hearts Parcel or any part thereof, or any installations therein or thereon, nor does Developer have reason to believe any such violation exists.

(f) Condemnation. To Developer's actual knowledge, there are no condemnation proceedings pending or contemplated against the Queen of Hearts Parcel or any part thereof.

(g) No Property Agreements. There are (i) no leases or other agreements permitting possession or occupancy of all or any portion of the Queen of Hearts Parcel by any third party, and (ii) no contracts or other agreements for management, operations, services, supplies or materials affecting the use, operation or management of the Queen of Hearts Parcel which shall survive the closing of the Exchange. No third party has an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the Queen of Hearts Parcel, and Developer has entered into no other contracts for the sale of all or any portion of the Queen of Hearts Parcel with any third party. Prior to the Exchange, Developer shall not enter into any option to purchase, right of first refusal, right of first offer or other similar agreement with respect to the purchase and sale of the Queen of Hearts Parcel or any other agreement which would render Developer unable to convey the Queen of Hearts Parcel to City Parties.

(h) Insolvency or Receiver. Developer has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors, (iii) suffered appointment of a receiver to take possession of all or substantially all of Developer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(i) Accuracy of Information. Neither this Agreement, the Exhibits hereto, the Queen of Hearts Parcel Information Materials, or any document, certificate or statement referred to herein or furnished to City Parties pursuant to this Agreement (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or, omits to state a material fact affecting or concerning the Transactions.

(j) Certification of Reports. Developer shall cooperate with City Parties' requests to have any Queen of Hearts Property Information Materials, or any other reports, surveys, or analysis prepared by third parties certified to City Parties by such third parties, at no cost to Developer.

(k) Maintenance of Property. From and after the Effective Date, Developer shall maintain the Queen of Hearts Parcel in the level of order, condition and repair as the property exists on that date; provided, however, the Parties acknowledge that the existing structures may be demolished pursuant to the Transactions. Developer shall not make, authorize or consent to any material alterations to the Queen of Hearts Parcel without the prior written consent of City Parties, which consent shall not be unreasonably withheld.

15. COVENANTS

15.1. Covenants of the City Parties.

(a) Cooperation. City Parties covenant and agree with Developer that it shall cooperate with Developer in Developer's performance of its duties set forth herein. City Parties shall deliver to Developer copies of all notices and other material information relating to Developer's duties hereunder.

(b) Confidential Information. City Parties covenants and agrees with Developer that any and all confidential information will be kept strictly confidential, and that it will not disclose any confidential information or any part thereof in any manner whatsoever; provided, however, that (i) City Parties may make any disclosure of such confidential information to which Developer gives its prior written consent; (ii) any of such confidential information may be disclosed to any employees or contractors of City Parties who needs to know such confidential information (it being understood that, before disclosing any of the confidential information or any portion thereof to such employees or contractors, such City Parties will inform them of the confidential nature of such confidential information and obtain their agreement not to disclose such confidential information or any part thereof to any other person) and (iii) the confidential information may be disclosed if mandated or required by any requirement of this Agreement. Notwithstanding anything to the contrary contained herein, Developer acknowledges that the City Parties is subject to the public records law set forth in Chapter 239 of the Nevada Revised Statutes and that the City Parties will have the right to disclose any information City Parties determine at their sole discretion is required to be disclosed by Chapter 239 Nevada Revised Statutes and any such disclosure shall not be a breach of this Agreement, including this paragraph (b). The City Parties will endeavor to provide the Developer with a copy of any request for information City Parties deems it must respond to pursuant to Chapter 239 of the Nevada Revised Statutes prior to making such disclosure.

(c) Legal Opinion. In connection with Execution and Funding, and as a condition precedent to Developer's obligations in connection with Execution and Funding, City Parties shall provide to Developer, at no cost or fee to Developer, a legal opinion from the City Attorney or the City Parties' outside counsel, in form and substance reasonably satisfactory to Developer, that the execution and delivery of the Transaction Documents (except the Owner Participation Agreement) or execution and delivery of the COPs (or such other public or private financing as may be contemplated), and performance of the actions contemplated thereby will not violate any provision of Nevada law, including, without limitation, the City Charter, the Nevada Revised Statutes and any regulations promulgated thereunder, and any relevant case law. If the conditions precedent set forth in this Section 15.1(c) are not satisfied, Developer shall not be required to perform its obligations in connection with Execution and Funding and may terminate

this Agreement by delivery of written notice to City Parties. The general form of such legal opinion will be reviewed and approved by the Parties during the Feasibility Period.

15.2. Covenants of Developer.

(a) Cooperation. Developer covenants and agrees with City Parties that it shall cooperate with City Parties in City Parties' performance of its duties set forth herein. Developer shall deliver to City Parties copies of all notices and other material information relating to City Parties' duties hereunder.

(b) Confidential Information. Developer covenants and agrees with City Parties that any and all confidential information will be kept strictly confidential, and that it will not disclose any confidential information or any part thereof in any manner whatsoever; provided, however, that (i) Developer may make any disclosure of such confidential information to which City Parties give their prior written consent; (ii) any of such confidential information may be disclosed to any employees or contractors of Developer who needs to know such confidential information (it being understood that, before disclosing the any of the confidential information or any portion thereof to such employees or contractors, Developer will inform them of the confidential nature of such confidential information and obtain their agreement not to disclose such confidential information or any part thereof to any other person) and (iii) the confidential information may be disclosed if mandated or required by any requirement of this Agreement.

16. EVENTS OF DEFAULT

16.1. Events of Default by City Parties. Each of the following events shall be a "City Parties' Default" hereunder:

(a) if City Parties fail to observe or perform in any material respect any term, covenant or condition of this Agreement to be observed or performed by City Parties and City Parties shall fail to remedy such a failure within 5 days after notice is given by Developer of any monetary default and within 30 days after notice is given by Developer of any non-monetary default (any such notice of a failure given by Developer under this Agreement being referred to herein as a "City Parties Default Notice") with respect to such a failure or, if such a failure is of such a nature that it cannot reasonably be remedied within 30 days (but is otherwise susceptible to cure), City Parties does not (i) within 30 days after the giving of such City Parties Default Notice, take steps (and time to time, as reasonably requested by Developer, City Parties shall advise Developer of the steps being taken) necessary to remedy such failure (such steps shall be reasonably designed to effectuate the cure of such failure in a professional manner), and (ii) diligently prosecute to completion the remedy of such failure within 150 days after the giving of such City Parties Default Notice; or

(b) if City Parties makes or suffers a transfer which is not expressly permitted under this Agreement; or

(c) if City Parties admits, in writing, that it is generally unable to pay its debts as such become due; or

(d) if City Parties makes an assignment for the benefit of creditors; or

(e) if City Parties files a voluntary petition under Title 11 of the United States Code, or if City Parties files a petition or an answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, or seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of City Parties of all or any substantial part of its properties and the foregoing are not stayed or dismissed within 30 days after such filing or other action; or

(f) if, within 60 days after the commencement of a proceeding against any City Party seeking any reorganization, arrangement, composition, readjustment, liquidation, or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, or if, within 60 days after the appointment, without the consent or acquiescence of such City Party or any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of such City Party of all or any substantial portion of its properties such appointment has not been vacated or stayed on appeal or otherwise, or if, within 60 days after the expiration of any such stay, such appointment has not been vacated.

16.2. Events of Default by Developer. Each of the following shall be considered a "Developer Default" hereunder:

(a) if Developer fails to observe or perform in any material respect any term, covenant or condition of this Agreement to be observed or performed by Developer and Developer shall fail to remedy such a failure within 5 days after notice is given by City Parties of any monetary default and within 30 days after notice is given by City Parties of any non-monetary default (any such notice of a failure given by City Parties under this Agreement being referred to herein as a "Developer Default Notice") with respect to such a failure or, if such a failure is of such a nature that it cannot reasonably be remedied within 30 days (but is otherwise susceptible to cure), Developer does not (i) within 30 days after the giving of such Developer Default Notice, take steps (and time to time, as reasonably requested by City Parties, Developer shall advise City Parties of the steps being taken) necessary to remedy such failure (which such steps shall be reasonably designed to effectuate the cure of such failure in a professional manner), and (ii) diligently prosecute to completion the remedy of such failure within one hundred and 150 days after the giving of such Developer Default Notice; or

(b) if Developer makes or suffers a transfer which is not expressly permitted under this Agreement; or

(c) if Developer admits, in writing, that it is generally unable to pay its debts as such become due; or

(d) if Developer makes an assignment for the benefit of creditors; or

(e) if Developer files a voluntary petition under Title 11 of the United States Code or files a petition or an answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the

present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, or seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Developer, of all or any substantial part of its properties, and the foregoing are not stayed or dismissed within 30 days after such filing or other action; or

(f) if, within 60 days after the commencement of a proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, or if, within 60 days after the appointment, without the consent or acquiescence of Developer, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Developer, of all or any substantial portion of its properties, such appointment has not been vacated or stayed on appeal or otherwise.

17. REMEDIES

17.1. City Parties' Remedies. If a Developer Default occurs, City Parties may elect to (i) recover from Developer any actual out of pocket costs and expenses paid to Developer or a third party by City Parties in connection with this Agreement, and (ii) terminate this Agreement in accordance with Section 18. The above referenced remedies shall be the sole and exclusive remedies of City Parties under this Agreement.

17.2. Developer's Remedies. If a City Parties Default occurs, Developer may elect to (i) recover from City Parties any amounts due and owing to Developer (or for which Developer may be or become liable), including, without limitation, amounts due and owing to Developer under Section 6 and any out-of-pocket costs and expenses incurred by Developer (or for which Developer may be or become liable) pursuant to this Agreement (subject to Section 22.23 below), and (ii) terminate this Agreement in accordance with Section 18. The above referenced remedies shall be the sole and exclusive remedies of Developer under this Agreement.

18. TERMINATION

18.1. Termination by City Parties. If a Developer Default occurs, or other events occur for which this Agreement provides City Parties the right to terminate this Agreement, City Parties shall have the right, but not the obligation, to give Developer a written notice stating that this Agreement shall terminate on the date specified in such notice and this Agreement and all rights of Developer under this Agreement shall expire and terminate as of the date specified in such notice. Upon termination, City Parties shall be entitled to all the remedies set forth in Section 17.1.

18.2. Termination by Developer. If a City Parties Default occurs, or other events occur for which this Agreement provides Developer the right to terminate this Agreement, Developer shall have the right, but not the obligation, to give City Parties a written notice stating that this Agreement shall terminate on the date specified in such notice and this Agreement and all rights of City Parties under this Agreement shall expire and terminate as of the date specified

in such notice. Upon termination, Developer shall be entitled to all the remedies set forth in Section 17.2.

18.3. Surviving Obligations. In the event of the expiration or earlier termination of this Agreement, the Parties agree that the following provisions of this Agreement shall survive any such termination or expiration as follows:

(a) The right of the City Parties pursuant to Section 8 to acquire the Queen of Hearts Parcel unless this Agreement is terminated because of a default of the City Parties.

(b) The obligation of the City Parties to reimburse or pay Developer amounts due and owing to Developer, including, without limitation, amounts due and owing to Developer under Section 6 and any out-of-pocket costs and expenses incurred by Developer pursuant to this Agreement (subject to Section 22.23 below) unless this Agreement is terminated because of a default of the Developer.

(c) The Parties respective indemnity obligations set forth in Sections 5.3(b)(vii) and (viii) (subject to Section 22.23 below) and Sections 5.4(b)(vii) and (viii).

(d) The City Parties' rights under Section 6.5 above.

(e) The provisions of Section 22.20 below.

Except as provided in this Section 18.3 and in the remedies provided the Parties in Section 17 above, in the event this Agreement expires or is otherwise terminated for any reason, the terms and conditions of this Agreement shall be null and void and of no further force and effect and the Parties shall have no further obligations to each other under this Agreement.

19. DEVELOPER TRANSFERS

19.1. Developer and City Parties acknowledge that Developer will designate certain Affiliates of Developer for the purpose of consummating the Transactions, and may, through the various Transaction Documents, cause certain rights and obligations of Developer under this Agreement to be assumed and/or carried out by such Affiliates. Wherever the term "Developer" is used herein, such term shall include any such designated Affiliate of Developer.

19.2. The qualifications and identity of Developer are of particular concern to the City Parties, and it is because of such qualifications and identity that the City Parties have entered into this Agreement with Developer. Accordingly, Developer agrees that:

(a) no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein; and

(b) Developer shall not assign all or any part of this Agreement without the prior written approval of City Parties at their sole discretion, except as expressly permitted below in Section 19.4.

19.3. Developer shall request in writing and obtain the advance approval of the City Parties concerning any such proposed assignment. If the City Parties fail to respond to such

request for approval within 15 calendar days after the date of the request, then the City Parties shall be deemed to have approved the proposed assignment. Notwithstanding the foregoing, the following shall be permitted assignments or transfers of this Agreement and shall not require the City Parties' approval hereunder:

(a) A transfer to any Affiliate of Developer;

(b) A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust; or

(c) If Developer undergoes an indirect change in control (i.e., a change in ownership or control solely of the majority owner or the parent company/entity of Developer).

In the event of a permitted assignment or transfer under this Section 19.2, Developer shall provide written notice to the City Parties and shall provide City Parties with a disclosure of principals containing the information described in Section 19.4 below with respect to such Developer Assignee.

19.4. Developer shall disclose to City Parties, in accordance with Resolution No. R-105-99, the following information:

(a) The identity of Developer's principals; and

(b) The identity of all persons or entities owning more than a one percent (1%) ownership interest in Developer.

20. CITY PARTIES' TRANSFERS

The City Parties shall have the right to assign this Agreement to an Affiliate of the City, so long as such Affiliate has the authority to carry out its responsibilities hereunder and the right to any funds it would receive hereunder. In the event that the City Parties assigns or transfers this Agreement under this Section, City Parties shall give notice to Developer within 10 days thereof, but no such assignment or transfer shall release City Parties without Developer's written consent.

21. NOTICES

Any notice, demand or document which any Party is required or may desire to give, deliver or make to any other Party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), or by facsimile transmission with electronic confirmation of receipt, addressed as follows:

To City Parties:

City Parkway V, Inc.
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone:(702) 229-6551
Fax: (702) 385-3128
Attn: Scott D. Adams, Director

With a copy to:

City Attorney Office
City Hall
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 386-1749
Attn: Teri Ponticello

With a copy to:

Rosenfeld, Roberson, Johns & Durrant
6725 Via Austi Pkwy Suite 200
Las Vegas, Nevada 89119
Phone: (702) 386-8637
Fax: (702) 385-3025
Attn: Michael Niarchos

To Developer:

LiveWork, LLC
c/o Mitchell Holdings
41 E. 60th Street
6th Floor
New York, NY 10022
Attn: David Mitchell
Tel: (212) 486-4444
Fax: (212) 588-0286

FC Vegas 20, LLC
c/o Forest City Commercial Development
949 S. Hope Street
Suite 200
Los Angeles, CA 90015
Attn: Dimitri Vazelakis
Tel: (213) 416-2274
Fax: (213) 488-9308

FC Vegas 39, LLC
c/o Forest City Commercial Development
949 S. Hope Street
Suite 200
Los Angeles, CA 90015
Attn: Dimitri Vazelakis
Tel: (213) 416-2274
Fax: (213) 488-9308

With a copy to:

Forest City Enterprises
Terminal Tower
Suite 1360
50 Public Square
Cleveland, OH 44139
Attn: David Gordon, Esq.
Tel: (216) 216-3260
Fax: (216) 216-6206

With a copy to:

Kummer Kaempfer Bonner Renshaw & Ferrario
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109
Attn: Gregg Vermeys, Esq.
Tel: (702) 792-7000
Fax: (702) 796-7181

Any Party may designate a different address for itself by notice given in the manner set forth in this Section. Any notice, demand or document shall be deemed to have been given upon actual delivery or receipt or attempted delivery, provided such attempted delivery is made on a business day. Failure to accept delivery shall be deemed receipt of such notice.

22. MISCELLANEOUS PROVISIONS

22.1. Time of Essence. Time is of the essence of this Agreement.

22.2. Entire Agreement. This Agreement (together with any Exhibits or Schedules now or subsequently appended hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, oral or written, express or implied, and all understandings, negotiations or discussions of the Parties, whether oral or written, and there are no warranties, representations or agreements between the Parties in connection with the subject matter hereof except as are set forth herein. The Transaction Documents shall not be deemed to be integrated into this Agreement unless specifically provided.

22.3. Unenforceability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

22.4. Amendment, Modifications. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the Party to be charged therewith.

22.5. Waiver. Either Party may, at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such Party. No waiver shall reduce the rights and remedies of such Party by reason of any breach by the other Party. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

22.6. Gender. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

22.7. Headings. All section and paragraph titles or captions are for convenience only and shall not be deemed a part of this Agreement unless so specified.

22.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

22.9. No Recordation. Except as otherwise provided in this Agreement, no memorandum or other document relating to this Agreement will be recorded.

22.10. Exhibits. The Exhibits attached to this Agreement at the time of its execution are incorporated herein as if set forth in full. The Exhibits are as follows:

Exhibit A	Illustration of Queen of Hearts Parcel and Blocks A, B, C, and D
Exhibit A-1	LiveWork Property Descriptions
Exhibit B	P-Q Property Description
Exhibit C	Feasibility Period Schedule of Performance
Exhibit D	Feasibility Period Budget
Exhibit E	City Hall Scope Schedule
Exhibit F	Form of Queen of Hearts Purchase Option
Exhibit G	Form of Exclusive Negotiating Agreement
Exhibit H	Form of City Hall Development Agreement
Exhibit I	Form of City Hall Lease
Exhibit J	Form of Ground Lease
Exhibit J-1	Form of Sub Ground Lease
Exhibit K	Form of Exchange and Parcel P-Q Development Agreement
Exhibit L	Form of Block Project Development Agreement
Exhibit M	Form of Owner Participation Agreement

22.11. Successors. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective permitted assigns and successors of City Parties and Developer. Except as described in Section 19, neither Party hereto shall assign any of its rights or delegate any of its obligations under this Agreement without the

prior written consent of the other Party which may be withheld in the absolute discretion of such Party; provided, however, Developer may assign its interest under this Agreement to any Affiliate of Developer without City Parties' prior written consent provided such assignee or nominee assumes Developer's obligations under this Agreement, and any such assignment shall release the original named Developer hereunder.

22.12. Days of the Week. If the date upon which any act is to be performed or notice is to be delivered under this Agreement shall fall upon a Saturday, Sunday or legal holiday, such act or notice shall be timely if performed or delivered on the next business day.

22.13. Unavoidable Delay. Any time limits provided for any Party's performance under this Agreement shall be extended for and throughout such additional period of time as such performance is prevented or delayed due to an "Unavoidable Delay," which includes strikes, lockouts, acts or the failures to act or delays in acting by a governmental agency or board where such acts, delays or failures to act are not caused by such Party, the failure of the other Party to adhere to any time periods provided herein for the approval or disapproval of any matter, unlawful or unpermitted acts of the another Party, acts of God, wars, riots, terrorist activity, civil insurrection or abnormal force of elements, fire, casualty, abnormal weather conditions, unknown subsurface conditions (including, without limitation, the presence of Hazardous Substances, artifacts, archeological and other historical resources, and unanticipated adverse soil conditions), any delays associated with the remediation of Hazardous Substances located on the Queen of Hearts Parcel, a court order which causes delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging party), or other causes beyond the Party's reasonable control; provided, however, that in no event shall any such extension be deemed to have occurred unless (a) the Party whose performance is delayed shall have given notice to the other Party within 10 days after the occurrence of the event of delay, setting forth the facts giving rise to such extension, and (b) the applicable period or periods of time within which such other Party may exercise its rights hereunder shall be commensurately extended. The Party whose performance is delayed shall give prompt written notice to the other Party of the cessation of the event or condition giving rise to such delay.

22.14. Further Assurances. City Parties and Developer agree that at any time or from time to time after the execution of this Agreement they shall, upon request of each other, execute and deliver such further documents and do such further acts and things as such Party may reasonably request in order to fully effect the purpose of this Agreement.

22.15. No Partnership. The Parties hereby acknowledge that it is not their intention under this Agreement to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship for any purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Agreement or any transaction contemplated hereunder shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the Parties hereto. The provisions of this Section shall survive termination of this Agreement.

22.16. Non-liability of Officials and Employees. No member, official or employee of any City Parties, or any other governing body (including, without limitation, the Mayor of the City or members of the Council) shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City Parties or for any amount or obligation which may become due to Developer or its successors under the terms of this Agreement; and any and all such personal liability of every such person, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such person, or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

22.17. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

22.18. City Authority. Nothing in this Agreement or in the Parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit or otherwise affect the authority of any City Party in the discharge of its police or governmental powers.

22.19. Construction. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by an attorney and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, including its exhibits or any amendments. The Parties further agree that prior drafts of this Agreement shall not be relevant or considered in connection with the construction or interpretation of this Agreement, or to vary, modify or contradict any of the terms or provisions of this Agreement.

22.20. Real Estate Commission. No party shall be liable to any other party for any real estate commission or brokerage fees that may arise as a result of or pursuant to this Agreement. 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.

22.21. Conflict of Interest.

(a) The City Parties' Representative and any official of the City Parties, who is authorized in such capacity and on behalf of the City Parties to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or agreements discussed under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof, including, without limitation, any agreements discussed herein. Neither the City Parties' Representative, nor any officer, employee, architect, attorney, engineer or inspector of, or for the City Parties, who is authorized in such capacity and on behalf of the City Parties 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 the City Parties relating to this Agreement or any agreements discussed herein. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City Parties may immediately terminate this Agreement for default or convenience, based on the culpability of the Parties.

22.22. Chapter 381 of Nevada Revised Statutes. The Parties acknowledge and agree that certain transactions contemplated within this Agreement, including without limitation, the Exchange, are subject, pursuant to Chapter 381 of Nevada Revised Statutes 2005, as amended, to the adoption of a formal resolution by the Las Vegas City Council, that it is in the best interests of the public to effectuate the Exchange and convey Parcel P-Q to Developer, without offering such real property to the public.

22.23. Non-appropriation Clause. Any monetary obligations of the City Parties hereunder or other obligations of the City Parties hereunder which require an outlay of money by one or more City Parties for the performance thereof are subject to the governing body of the appropriate City Party making an appropriation to pay the same, and nothing in this Agreement obligates the governing body to make any such appropriation which has not been made before the Effective Date. The City Parties acknowledge that, as of the date of this Agreement, the maximum sum of $5,000,000 has been appropriated by the City to pay for the costs to be paid pursuant to Section 6 above.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the Effective Date.

CITY PARTIES

CITY PARKWAY IV A, INC.,
a Nevada non-profit corporation

By: _____
Name: Douglas A. Selby
Title: President

CITY OF LAS VEGAS, NEVADA,
a political subdivision of the State of Nevada

By: _____
Name: Oscar B. Goodman
Title: Mayor

OFFICE DISTRICT PARKING I, INC.,
a Nevada non-profit corporation

By: _____
Name: Douglas A. Selby
Title: President

Attest: By _____
BEVERLY K. BRIDGES, CMC, City Clerk

DEVELOPER

LIVEWORK, LLC,
a Delaware limited liability company

By: Livework Manager, LLC
its Member

By: _____
Name: _____
Title: _____

FC VEGAS 20, LLC,
a Nevada limited liability company

By: Canton Centre Mall Limited Partnership,
its Sole Member

By: F.C. Canton Centre, Inc.,
its general partner

By: _____
Name: DAVID A. FARRIS
Title: PRESIDENT

[SIGNATURES CONTINUED ON NEXT PAGE]

FC VEGAS 39, LLC,
a New York limited liability company

By: Rolling Acres Properties Co.
Limited Partnership, its Sole Member

By: Artus, Inc.
its general partner

By: _____
Name: DAVID T. TABONE
Title: VICE PRESIDENT

APPROVED AS TO FORM:

_____
By: Michael C. Nicholas, Esq.
5/13/08

ATTEST BY:

SEE PREVIOUS PAGE
~~Beverly Bridges, City Clerk~~

Exhibit A
Illustration of Queen of Hearts Parcel and Blocks A, B, C, and D

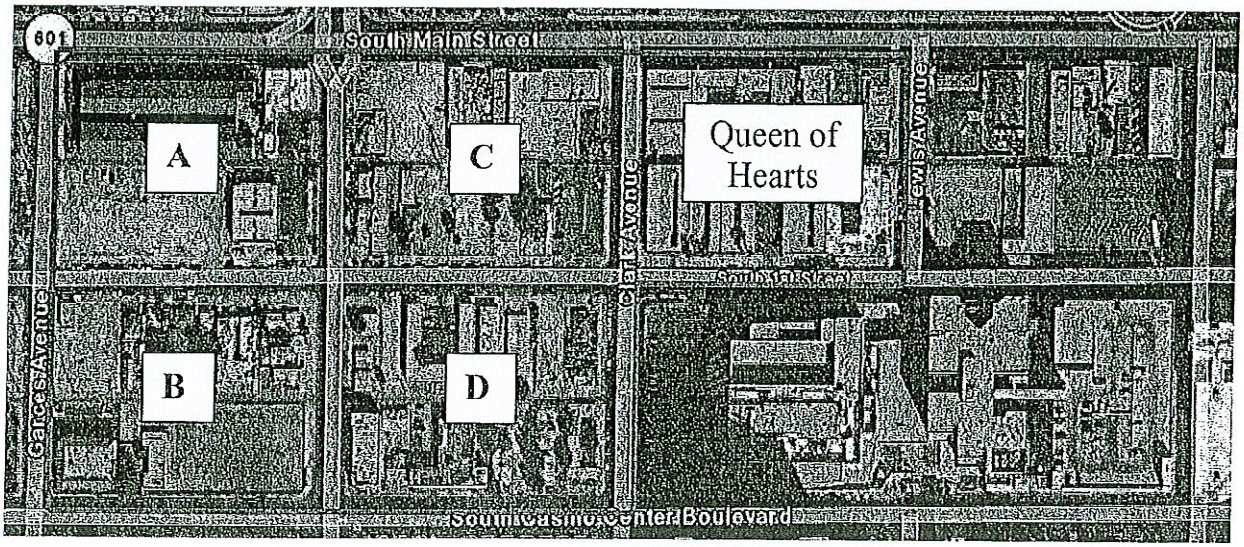


Exhibit A-1
LiveWork Property Descriptions

SCHEDULE 1

APN#s

139-34-311-043, 139-34-311-044
139-34-311-045, 139-34-311-046
139-34-311-047, 139-34-311-027
139-34-311-030, 139-34-311-031
139-34-311-023, 139-34-311-024
139-34-311-032, 139-34-311-033
139-34-311-034, 139-34-311-035
139-34-311-011, 139-34-302-009
139-34-210-017, 139-34-311-019
139-34-311-020, 139-34-311-021
139-34-311-022, 139-34-311-026
139-34-311-003, 139-34-311-049
139-34-210-014, 139-34-210-015
139-34-210-018, 139-34-311-028
139-34-311-029, 139-34-311-036
139-34-311-037, 139-34-311-038
139-34-311-010, 139-34-311-014
139-34-311-015, 139-34-210-009
139-34-210-020, 139-34-210-021
139-34-311-025, 139-34-210-010
139-34-210-011, 139-34-210-012
139-34-210-013, 139-34-311-002
139-34-311-007, 139-34-311-001
139-34-311-041, 139-34-311-042
139-34-311-040, 139-34-210-007
139-34-210-008, 139-34-210-023
139-34-210-022, 139-34-311-012
139-34-311-013, 139-34-311-017
139-34-311-018, 139-34-210-019
139-34-311-008, 139-34-311-009
139-34-311-016

Legal Description

Parcel 1:

Lot 24 and the South Half (S 1/2) of Lot 25 in Block 9 of Clark's Las Vegas Townsite as shown by map thereof on file in Book 1 of Plats, Page 37 in the office of the County Recorder of Clark County, Nevada.

Parcel 2:

Lot 26 and the North Half (N 1/2) of Lot 25 in Block 9 of Clark's Las Vegas Townsite as shown by map thereof on file in Book 1 of Plats, Page 37 in the Office of the County Recorder of Clark County, Nevada.

Parcel 3:

Lot 27 and 28 in Block 9 of Clark's Las Vegas Townsite as shown by map thereof on file in Book 1 of Plats, Page 37 in the office of the County Recorder of Clark County, Nevada.

Parcel 4:

Lot 29 and 30 in Block 9 of Clark's Las Vegas Townsite as shown by map thereof on file in Book 1 of Plats, Page 37 in the office of the County Recorder of Clark County, Nevada.

Parcel 5:

Lot 31 and 32 in Block 9 of Clark's Las Vegas Townsite as shown by map thereof on file in Book 1 of Plats, Page 37 in the office of the County Recorder of Clark County, Nevada.

Parcel 6:

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK TEN (10) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Parcel 7:

Lot Fourteen (14) and the South Fifteen (15) feet of Lot Thirteen (13) in Block Ten (10) of CLARK'S LAS VEGAS, TOWNSITE, as shown by map on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 8:

Lot Fifteen (15) and Sixteen (16) in Block Ten (10) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 9:

The West 100 feet of Lots One (1) and Two (2) in Block Ten (10) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 10:

The East Forty (40) feet of Lots One (1) and Two (2) in Block Ten (10) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 11:

The East 40 feet of Lots One (1), Two (2) and Three (3) in Block Nine (9) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 12:

The West 50 feet of the East 90 feet of Lots One (1), Two (2) and Three (3) in Block Nine (9) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 13:

The West Fifty (50) feet of Lots One (1), Two (2) and Three (3) in Block Nine (9) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion of said land as conveyed to the City of Las Vegas for road and incidental purposes by Deed recorded July 18, 2001 in Book 20010718 as Document No. 01127 of Official Records.

Parcel 14:

Lots Four (4), Five (5) and Six (6) in Block Nine (9) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 15:

Lots Seventeen (17) through Twenty-One (21) inclusive in Block Eight (8) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 16:

Being a portion of the North half (N1/2) of the Southwest Quarter (SW1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the Northern most corner of Lot Twenty-five (25) of Block Ten (10) of Clark's Las Vegas Townsite, as shown in Book 1 of Plat Maps, Page 37 and also being a point on the East right-of-way line of the 20 foot wide public alley;

Thence North 27°54'30" East, along the East line of said public alley, a distance of 174.96 feet to a point on the South right-of-way line of Clark Avenue (80 feet wide);

Thence South 62°07'28" East, along said right-of-way line, a distance of 139.99 feet to a point on the West right-of-way line of Casino Center Boulevard (80 feet wide);

Thence South 27°54'30" West, along said right-of-way line a distance of 175.00 feet;

Thence North 62°06'34" West, a distance of 139.99 feet to the point of beginning;

Pursuant to that certain Reversionary Map in Book 82 of Plats, Page 49, in the Office of the County Recorder,

Clark County, Nevada and recorded December 17, 1997 in Book 971217 as Document No. 00665, Official Records.

Note: The above metes and bounds description was prepared by Robert C. Johnson PLS, at Baughman and Turner 1210 Hinson Street, Las Vegas, Nevada.

PARCEL 17:

LOT TWENTY-EIGHT(28) AND TWENTY-NINE (29) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 18:

THE NORTH ONE AND ONE-HALF FEET TO LOT NINETEEN (19), ALL OF LOT TWENTY (20) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-ONE (21), ALL IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 19:

LOT TWENTY-TWO (22) AND THE NORTH HALF (N 1/2) OF LOT TWENTY-ONE (21) AND THE SOUTH HALF (S 1/2) OF LOT TWENTY-THREE (23) ALL IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 20:

THE NORTH HALF (N 1/2) OF LOT TWENTY-THREE (23) AND ALL OF LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 21:

LOTS TWENTY-SIX (26) AND TWENTY-SEVEN (27) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Parcel 22:

Lots Five (5) and Six (6) in Block Ten (10) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 23:

LOT ELEVEN (11) IN BLOCK SEVEN (7) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Parcel 24:

LOTS 19 AND 20 IN BLOCK 10 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Parcel 25:

Lots One (1), Two (2), Three (3) and Four (4) in Block Seven (7) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 26:

Lots Five (5) and Six (6) in Block Seven (7) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom the interest in and to the Northwesterly 5.00 feet as conveyed to the City of Las Vegas by deed recorded January 27, 1976 in Book 590 as Document No. 549027 of Official Records.

Parcel 27:

Lots Thirty (30), Thirty-one (31) and Thirty-two (32) in Block Seven (7) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 28:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12) and the Northerly Ten (10) feet of Lot Thirteen (13) in Block Ten (10) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 29:

Lots Seven (7) through Twelve (12) inclusive, in Block Nine (9) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 30:

LOTS FOUR (4) THROUGH SIXTEEN (16) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THE INTEREST IN THE NORTHWESTERLY 5.00 FEET OF SAID LAND AS CONVEYED BY DEED RECORDED MAY 10, 1978 AS DOCUMENT NO. 844496, OFFICIAL RECORDS.

PARCEL 31:

LOTS TWENTY-EIGHT (28), TWENTY-NINE (29) AND THIRTY (30) IN BLOCK EIGHT (8) OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Parcel 32:

Lot Seventeen (17) and the South 101/2 feet of Lot Eighteen (18) in Block Seven (7) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion as conveyed to The City of Las Vegas by that certain Grant Deed recorded June 6, 1991 in Book 910606 as Instrument No. 00707 of Official Records.

Parcel 33:

The North 14 1/2 feet of Lot Eighteen (18) and the South23 1/2 feet of Lot Nineteen (19), Block Seven (7), Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37 in the office of the County Recorder of Clark County, Nevada.

Parcel 34:

Lots Three (3), Four (4), Five (5) and Six (6) in Block Six (6) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 35:

Lots Seventeen (17) through Twenty-Eight (28) in Block Six (6) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 36:

Lot Three (3) and Four (4) in Block Ten (10) of Clark's Las Vegas Townsite as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder, Clark County, Nevada.

Parcel 37:

Lots Seven (7) through Sixteen (16), inclusive in Block Six (6) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the office of the County Recorder of Clark County Nevada.

Excepting therefrom the Northeasterly Five (5) feet of the herein above referenced lots as conveyed to the City of Las Vegas.

PARCEL 38:

LOT 10 IN BLOCK 7 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 39:

THE EAST HALF (E 1/2) OF LOTS 15 AND 16 IN BLOCK 7 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 40:

LOTS 8 AND 9 IN BLOCK 7 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Parcel 41:

LOTS TWENTY ONE (21), TWENTY TWO (22), AND TWENTY THREE (23) IN BLOCK NINE (9) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 43:

LOTS 17 THRU 20 IN BLOCK 9 OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER

OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 17 AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN DEED RECORDED JUNE 11, 2002 IN BOOK 20020611 AS INSTRUMENT NO. 00433 OF OFFICIAL RECORDS.

Parcel 44:

LOTS ONE (1), TWO (2), TWENTY-NINE (29), THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK SIX (6) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Parcel 45:

Lots Twenty-Two (22) and Twenty-Three (23) inclusive in Block Eight (8) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 46:

Lots Twenty-Four (24) through Twenty-Seven (27) inclusive in Block Eight (8) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Parcel 47:

LOTS ONE (1), TWO (2), THREE (3), THIRTY-ONE (31), AND THIRTY-TWO (32) IN BLOCK 8 OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

LOTS 13, 14, 15 AND 16 IN BLOCK 9 OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER IN CLARK COUNTY, NEVADA.

Exhibit B
Parcel P-Q Property Description

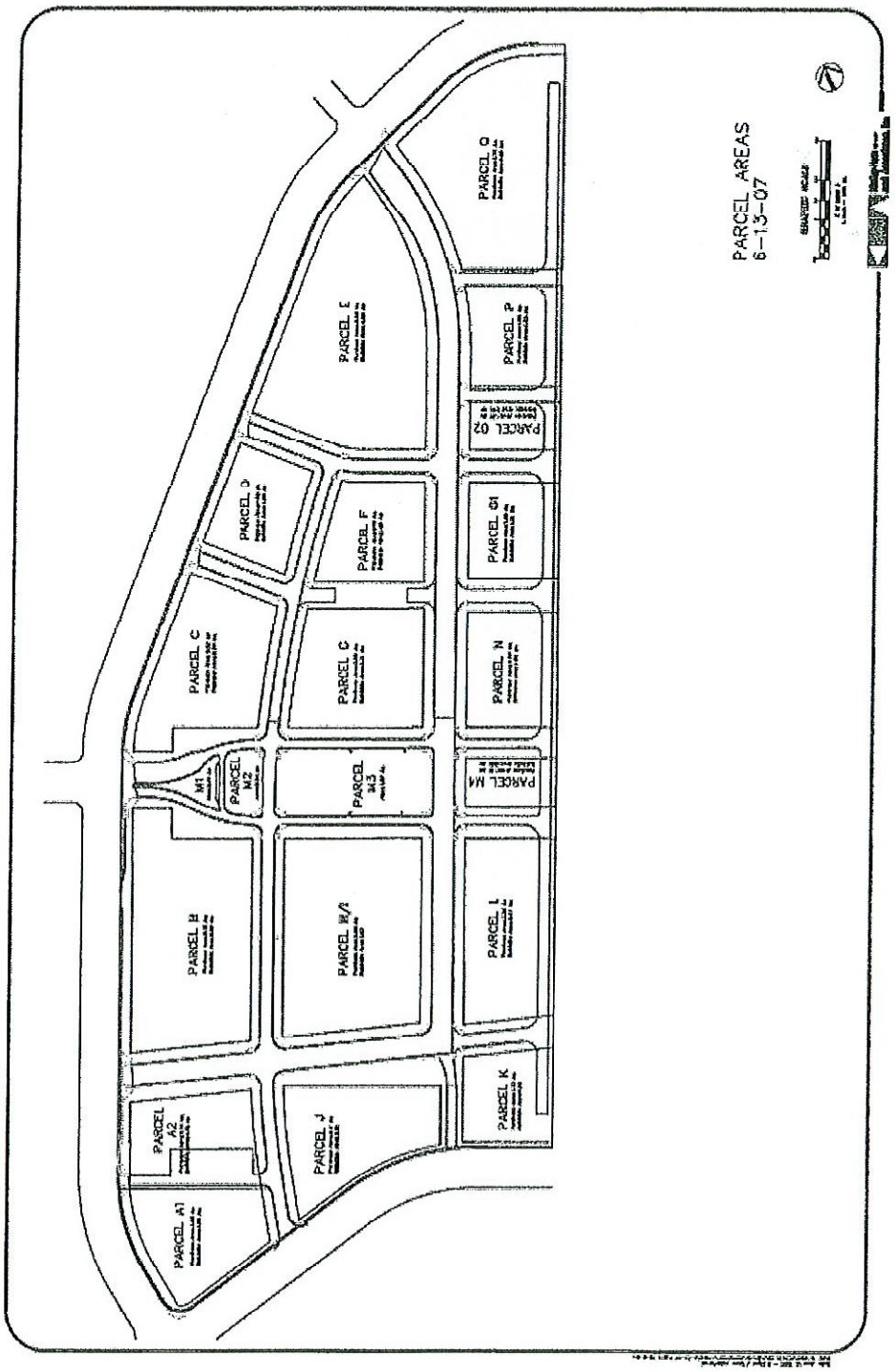


Exhibit C
Feasibility Period Schedule of Performance

All dates listed below are estimates and maybe subject to change.

Feasibility Schedule	Finish Date
Conceptual Drawings	6/4/08
Schematic Drawings	7/23/08
Costing	10/15/08

Exhibit D
Feasibility Period Budget

Feasibility Budget Exhibit

This budget has been established for the work necessary to prepare the feasibility analysis for the development of the City Hall Facilities. The scope of work will include architectural and feasibility work up to the commencement of design development.

Executive Architect
Design Architect
(Includes All LEED Documentation)

Civil Engineering

Site and Environmental Remediation

Landscape

Structural Engineer

MEP

Specialty Audio Visual

Specialty Lighting

Utility Relocation Engineering

Pre-Construction Services
(FC and Third Party)

Reimbursable (10%)

Contingency (15%)

Developer Reimbursables
Developer Fee(5%)

Total **$ 5 million.**

Exhibit E
City Hall Scope Schedule

The scope of City Hall is to include demolition and abatement of the site and all hard and soft costs associated with developing a City Hall building of approxiately 250,000 SF.

EXHIBIT F

QUEEN OF HEARTS PURCHASE OPTION

QUEEN OF HEARTS PURCHASE OPTION

THIS QUEEN OF HEARTS PURCHASE OPTION (the "Agreement") is entered into effective as of May 21, 2008 (the "Execution Date"), by and between **THE CITY OF LAS VEGAS**, a political subdivision of the state of Nevada ("City"), and **LIVEWORK, LLC**, a Delaware limited liability company ("LiveWork"), **FC VEGAS 20, LLC**, a Nevada limited liability company ("FC Vegas 20") and **FC VEGAS 39, LLC**, a New York limited liability company ("FC Vegas 39" and together with FC Vegas 20 and LiveWork, "Seller"). City and Seller may be referred to collectively herein as the "Parties" or singularly as a "Party."

RECITALS

A. City Parties and Seller entered into that certain Master Development Agreement of even date herewith (the "MDA"), and to which this Agreement is an exhibit. All capitalized terms not defined in this Agreement shall have the same meaning as defined in the MDA.

B. Pursuant to the conditions set forth in Section 8 of the MDA, the City shall have the option to purchase the Queen of Hearts Parcel as defined and described in the MDA (the "Real Property"), on the terms and conditions contained in this Agreement, for the purpose of developing a new primary City Hall facility (the "New City Hall"), commensurate in size and scope as the City Hall Facilities contemplated in the MDA.

C. City and Seller desire to enter into this Agreement on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, based upon the mutual promises contained herein and other valuable consideration, City and Seller agree as follows:

1. Option Period. The City shall have the right and option to purchase the Real Property from Seller (the "Option") upon the happening of either all the events stated in Section 1.1 or all the events stated in Section 1.2, below. The Option shall commence ("Option Start Date") upon the earlier to occur of all the events stated in Section 1.1 and all the events stated in Section 1.2, below. In order to exercise the Option, City shall deliver to Seller written notice (the "Option Notice") of City's exercise of the Option within one hundred eighty (180) days following the Option Start Date (the "Option Period"). City may not exercise the Option during the period of any default by City Parties under the MDA. In the event City fails to timely deliver the Option Notice to Seller within the Option Period, the Option shall be deemed null and void.

1.1 Both of the following occur:

(a) This Agreement (i) is terminated by Developer pursuant to Section 5.6 of the MDA, or (ii) is deemed terminated because the Feasibility Period expires without Feasibility Approval; and within sixty (60) days thereafter

(b) The Council approves (i) the preliminary design documents for the City Hall Facilities, and (ii) the cost estimate for the City Hall Facilities.

1.2 Both of the following occur:

(a) Feasibility Approval occurs; and

(b) Either (i) the MDA is terminated as a result of a Seller breach of the MDA; or (ii) the required approvals set forth in Section 5.9 of the MDA are not obtained within the time periods set forth in Section 5.9 and Section 5.11 of the MDA, whichever is applicable; or (iii) the COPs are not executed and delivered and City Parties pursue alternate public or private financing for the City Hall Project and Developer elects not to proceed with such alternative public or private financing.

2. Intentionally Omitted.

3. Purchase and Sale of Real Property. Upon the Close of Escrow (defined in Section 5.3 below), subject to the terms and conditions of this Agreement, Seller shall sell, assign, convey, transfer and deliver to City (hereinafter also referred to as "Purchaser"), and Purchaser shall purchase and acquire from Seller, the Real Property, subject only to the Permitted Exceptions (defined in Section 6 below.)

4. Purchase Price and Payment.

4.1 Purchase Price. The purchase price for the Real Property (the "Purchase Price") shall be Thirty-Three Million One Hundred Seventy Thousand and 00/100 Dollars ($33,170,000.00).

4.2 Earnest Money Deposit. Within three (3) days after the Effective Date (hereinafter defined in Section 5.1), Purchaser shall deposit the sum of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) as an earnest money deposit (the "Deposit") with Escrow Holder, which Deposit shall be applied to the Purchase Price at Close of Escrow, except as otherwise provided herein. The Deposit shall be in the form of a cashier's check or other immediately available funds made payable to Escrow Holder. The Deposit shall be fully refundable to Purchaser in the event Purchaser terminates the Agreement on or before the "Election Date" (hereinafter defined in Section 7.1). Following the Election Date, the Deposit shall be refundable to Purchaser only in the event the Close of Escrow fails to occur for a reason other than a Purchaser Event of Default.

4.3 Cash at Close of Escrow. On or before one (1) business day prior to Close of Escrow, Purchaser shall deposit with the Escrow Holder an amount equal to the Purchase Price less the Deposit in the form of a cashier's check or other immediately available funds payable to the order of Escrow Holder as payment in full of the Purchase Price. Purchaser shall also be responsible for its allocated share of closing costs outlined in Section 8.4 below.

4.4 Investment of Deposit. Purchaser shall have the right to instruct Escrow Holder to invest the Deposit in U.S. Treasury Bills or Notes or such other prudent investments as approved by Seller in writing. In the absence of such written instructions, Escrow Holder shall invest the Deposit in one or more interest bearing trust accounts with local, federally insured banking institutions.

5. Escrow.

5.1 Escrow Instructions. The purchase and sale of the Property shall be consummated through an escrow (the "Escrow") to be established with Nevada Title Company ("Escrow Holder"). The Escrow shall be opened within three (3) business days following delivery by purchaser of the Option Notice. Following the delivery of the Option Notice, Purchaser and Seller shall deliver to Escrow Holder a fully executed copy of this Agreement which shall constitute Escrow Holder's instructions. The date upon which Escrow is opened shall be referred to as the "Effective Date". Seller and Purchaser agree to execute and deliver to Escrow Holder such additional and supplemental instructions as Escrow Holder may require in order to clarify Escrow Holder's duties under this Agreement; provided, however, that in the event of any conflict or inconsistency between this Agreement and any instructions delivered to Escrow Holder, the terms of this Agreement shall govern the duties of Escrow Holder and the rights and obligations of Seller and Purchaser.

5.2 Fees. Each party shall share equally in the escrow fee charged by the Escrow Holder for the escrow services rendered in connection with the transaction described herein. If the Escrow is cancelled by reason of default of either party hereunder, the full amount of the escrow fee and any other charges or sums due the Escrow Holder shall be paid in full by the defaulting party.

5.3 Definition of "Close of Escrow." For purposes of this Agreement, the term "Close of Escrow" shall mean the time when Escrow Holder shall have recorded all of the instruments to be recorded as set forth in Section 8.2 below.

6. Condition of Title.

6.1 Permitted Exceptions. Permitted Exceptions means the following, collectively:

(a) Taxes. A lien for real property taxes or other assessments not then delinquent.

(b) Approved Title Matters. Matters of title respecting the Real Property approved or deemed approved by Purchaser in accordance with this Agreement or the MDA.

(c) Exceptions Created By or With Consent of Purchaser. Matters affecting the condition of title to the Real Property created by or with the written consent of Purchaser after the Execution Date.

(d) Survey and Inquiry. Any matters shown by a survey or as specifically disclosed by Seller to Purchaser.

(e) Existing Title Matters. Within five (5) days of the Execution Date, Seller shall furnish to Purchaser a preliminary title report for the Real Property prepared by Escrow Holder together with legible copies of the documents described in such report (collectively, the "Title Report"). All items contained in the Title Report are Permitted Exceptions.

(f) Monetary Encumbrances. Notwithstanding Section 6.1(e), Seller shall (i) remove any trust deeds or mortgages which encumber the Real Property, other than non-delinquent taxes and assessments, by the Close of Escrow, and (ii) cause any other consensual monetary encumbrances to be removed from the Title Policy.

(g) Special Land Use Restrictions. A Declaration of Special Land Use Restrictions ("SLURs") shall be recorded at Close of Escrow substantially in the form to be prepared and agreed upon by the Parties on or before July 10, 2008. The Parties acknowledge that the purpose of the SLURs is to require that the Queen of Hearts Parcel be improved with the New City Hall, the commencement of construction of the New City Hall be no later than June 1, 2010, acknowledge that completion of the New City Hall is contemplated to be no later than December 31, 2012, and describe the Parties' rights and remedies in the event the SLURs are violated.

(h) Other Exceptions. Seller agrees that it will not cause or permit any new encumbrances or liens to be recorded against title to the Real Property after the Execution Date other than (i) matters which Seller shall cause to be removed at or prior to the Close of Escrow; (ii) rights of way, easements or other rights necessary for the construction of the items described in the MDA; (iii) water, power and other utility easements and similar easements normally incident to the development of real property in the City; (iv) agreements typically required by the City as a condition to its approval of a subdivision map, parcel map, building permit or other similar matter approved, and (v) any other interest conveyed by Seller and consented to by City Parties' Representative. The title exceptions provided for in Section 6(h)(ii) to Section 6(h)(iv) shall require approval by City Parties' Representative prior to recordation.

6.2 Title Insurance Policy. At the Close of Escrow, Escrow Holder will cause the issuance to Purchaser, at Seller's cost, of a standard CLTA policy of title insurance in an amount equal to the Purchase Price showing fee title to the Real Property vested in Purchaser subject only to the Permitted Exceptions ("Title Policy") and the standard printed exceptions and conditions in the policy of title insurance. If Purchaser elects to obtain any endorsements or an ALTA policy, the additional premium for the extended ALTA coverage, costs of survey, and the costs of any endorsements will be at Purchaser's sole cost and expense. Notwithstanding the foregoing, Seller shall not be required to incur any liability or provide any indemnities whatsoever respecting the extended ALTA coverage or any endorsements requested by Purchaser.

7. Conditions Precedent to Purchaser's Performance. The obligations of

Purchaser to purchase the Real Property are subject to the following conditions:

7.1 Queen of Hearts Purchase Option Feasibility Period. During the Option Period, Purchaser shall have the right to physically investigate the Real Property and to perform all environmental, engineering and soil studies, surveys, zoning, marketing, economic feasibility and other studies that Purchaser deems necessary (the "Option Feasibility Period"). Purchaser shall have until the expiration of the Option Feasibility Period to terminate this Agreement by reason of the Real Property not meeting Purchaser's requirements for any reason, including but not limited to the results of the environmental studies, engineering studies, soil studies, surveys, zoning, marketing, economic feasibility and other studies described above. In the event the Purchaser has not provided written notice to Seller of Purchaser's termination of this Agreement on or before the expiration of the Option Feasibility Period ("Election Date"), the conditions of this Section 7.1 shall be deemed satisfied, Purchaser's right to terminate this Agreement pursuant to this Section 7.1 shall terminate, and the Deposit shall be nonrefundable, unless the Close of Escrow fails to occur due to any reason other than a Purchaser Event of Default.

7.2 Purchaser's Feasibility Analysis. Purchaser and Purchaser's representatives shall have the inspection rights described in this Section 7.2, subject to the terms and conditions thereof.

(a) Within five (5) days following the Effective Date, Seller shall cause to be delivered to Purchaser copies of any Queen of Hearts Parcel Information Materials that is in Seller's possession or control that was not previously provided by Seller to City Parties pursuant to the MDA (collectively, the "Information Materials").

(b) Purchaser and Purchaser's representatives, agents and designees will have the right, at reasonable times during the Option Feasibility Period and upon at least five (5) business days' prior written notice to Seller, to enter upon the Real Property for the purpose of performing such tests and investigations of the Real Property as Purchaser deems necessary or appropriate within its sole discretion. With respect to such testing and investigation, Purchaser agrees that:

(i) All tests and investigations will be at Purchaser's sole cost and expense;

(ii) The persons or entities performing such tests and investigations will be properly licensed (if applicable), duly qualified, and will have obtained all appropriate licenses and permits therefor, if required;

(iii) Seller will have the right to approve (which will not be unreasonably withheld, conditioned or delayed) any proposed invasive testing or drilling;

(iv) Purchaser will advise Seller in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible;

(v) Seller will have the right to have a representative of Seller accompany Purchaser and Purchaser's representatives, agents or designees onto the Real Property in the course of any inspections, but such Seller representative will not impede or delay Purchaser's investigations unless such investigations violate this Agreement;

(vi) Any entry by Purchaser, its representative, agents or designees will not interfere unreasonably with Seller's use of the Real Property;

(vii) Purchaser will indemnify, defend and hold Seller harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanic's liens) arising out of any entry upon the Real Property by Purchaser or its agents, designees or representatives, unless caused by the gross negligence or willful misconduct of Seller; provided, however, that Purchaser shall have no liability to Seller for any loss, claim, diminution in value, lien, liability or expense incurred by Seller and arising out of (A) any matter discovered during Purchaser's inspections of the Real Property, including, without limitation, the discovery of any Hazardous Substance in, on, under or about the Real Property, or (B) the existing condition of the Real Property;

(viii) Subject to Section 7.2(b)(vii) above, if Purchaser causes damage to the Real Property in connection with Purchaser's inspections thereof, Purchaser will restore the Real Property to the same condition as it existed immediately prior to the occurrence of such damage, at Purchaser's sole cost and expense. Until restoration is complete, Purchaser will take all steps necessary to ensure that any conditions created by Purchaser's testing will not unreasonably interfere with the normal operation of the Real Property or create any dangerous, unhealthy, unsightly or noisy conditions on the Real Property. Nothing in this Section shall impose upon Purchaser any responsibility or obligation whatsoever to test for, remove, remediate, treat, clean-up, dispose of, or have any other obligation whatsoever with respect to any Hazardous Substance that is discovered by Purchaser in, on, under or about the Real Property, so long as the same were not released onto the Real Property by Purchaser, its agents or contractors; and

(c) Purchaser, or its agents in lieu of purchaser, shall provide Seller a Certificate of Insurance showing that there is in effect a policy of a minimum of Two Million and 00/100 Dollars ($2,000,000.00) combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, with respect to the Real Property. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Coverage limits may be met by utilizing a combination of primary and excess/umbrella policies written in blanket form. Seller shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the Purchaser's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. The adequacy of the insurance supplied by the Purchaser, including the rating and financial health of each insurance company providing coverage, is subject to the approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Seller requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate of Insurance shall indicate that neither the insurance company nor Purchaser can cancel the insurance without at least ten (10) days prior written notice to Seller. The Parties agree that the specified coverage or limits of insurance in no way limit the liability of the Purchaser. Purchaser

will not do or permit to be done anything in or upon any portion of the Real Property, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Real Property. All deductibles and self-insurance retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of Seller.

8. Closing.

8.1 Closing Date. The Close of Escrow of the Real Property shall take place at the offices of the Escrow Holder on or before ninety (90) days after the Effective Date (the "Closing Date").

8.2 Seller's Closing Documents. On or prior to the Closing Date, Seller shall deliver or cause to be delivered to the Escrow Holder for the account of Purchaser (if not delivered prior to Close of Escrow): (i) a grant, bargain and sale deed conveying the Real Property to Purchaser, in the form of Exhibit "A" attached hereto, duly executed and acknowledged by Seller in recordable form; (ii) an affidavit of value as required by laws of the State of Nevada, duly executed by Seller; (iii) a non-foreign transferor declaration duly executed by Seller; (iv) appropriate evidence that may be required by the Escrow Holder of the authority of Seller to convey the Real Property and to perform and carry out the covenants and obligations to be performed by Seller hereunder; and (v) any other documents as may be reasonably necessary to perform and carry out the covenants and obligations to be performed and carried out by Seller pursuant to this Agreement.

8.3 Purchaser's Closing Documents. On or prior to the Closing Date (or any such other date as required in this Agreement), Purchaser shall deliver or cause to be delivered to the Escrow Holder for the account of Seller (if not delivered prior to the Close of Escrow): (i) the funds required by Section 4.2 hereof; (ii) an affidavit of value as required by the laws of the State of Nevada, duly executed by Purchaser; (iii) the SLURs, and (iv) such other instruments or documents as may be reasonably necessary to perform and carry out the covenants and obligations to be performed and carried out by Purchaser pursuant to this Agreement. In connection with the Close of Escrow, Purchaser acknowledges and agrees that the SLURs shall be recorded prior to the Deed.

8.4 Closing Costs. Seller shall pay the recording cost for the grant, bargain and sale deed referred to in Section 8.2 above. The premium for the Title Policy shall be paid as stated in Section 6.2 above. The escrow fee payable to the Escrow Holder shall be shared equally by the parties. All real estate taxes and assessments and any other regular, periodic charges payable by Seller shall be prorated as of the Close of Escrow. Except as otherwise provided herein, Purchaser and Seller will each pay all fees of consultants incurred by Purchaser and Seller, respectively. All other costs and expenses will be allocated between Purchaser and Seller in accordance with the customary practice in Clark County, Nevada.

9. Representations and Warranties.

9.1 Representations and Warranties of Seller. Seller represents and warrants the following to Purchaser for the purpose of inducing Purchaser to enter into this Agreement

and to consummate the transactions contemplated hereby, all of which shall be true as of the Execution Date, the Effective Date and the Close of Escrow, unless otherwise specified:

(a) Power and Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein and to perform and carry out all covenants and obligations to be performed and carried out by Seller hereunder. Each individual executing this Agreement and the instruments referenced herein on behalf of Seller hereby represents and warrants that he or she has the power, right and authority to bind Seller.

(b) Consents. Seller has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein, and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(c) Enforceability. This Agreement is, and all agreements, instruments and documents to be executed by Seller pursuant to this Agreement shall be valid and legally binding upon Seller and enforceable in accordance with their respective terms. Each person executing this Agreement and any other instrument or document on behalf of Seller is authorized to do so.

(d) No Breach. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument, or other obligation to which Seller is a party or by which Seller may be bound, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Seller.

(e) Violations of Law or Restrictions. To the best of Seller's knowledge, there are no violations of any statute, law, ordinance, rule, regulation, covenant, condition or restriction with respect to the use, maintenance, operation, or condition of the Real Property or any part thereof, or any installations therein or thereon, nor does Seller have reason to believe any such violation exists.

(f) Condemnation. To the best of Seller's knowledge, there are no condemnation proceedings pending or contemplated against the Real Property or any part thereof.

(g) No Property Agreements. No third party has an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the Real Property, and Seller has entered into no other contracts for the sale of all or any portion of the Real Property with any third party. Prior to the Close of Escrow, Seller shall not enter into any option to purchase, right of first refusal, right of first offer or other similar agreement with respect to the purchase and sale of the Real Property or any other agreement which would render Seller unable to convey the Real Property to City. As of Close of Escrow, there will be (i) no leases or other agreements permitting possession or occupancy of all or any

portion of the Real Property by any third party, and (ii) no contracts or other agreements for management, operations, services, supplies or materials affecting the use, operation or management of the Real Property which shall survive the Close of Escrow.

(h) Insolvency or Receiver. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(i) Accuracy of Information. Purchaser acknowledges that Seller can make no representation or warranty that all Queen of Hearts Parcel Information Materials and Information Materials has been identified and produced and it is expressly made a basis of this Agreement that although Seller has attempted to provide such information for the convenience of Purchaser, all information identified or provided must be confirmed and verified by Purchaser as to accuracy and completeness during the course of Purchaser's due diligence.

(j) Certification of Reports. Seller shall reasonably cooperate with Purchaser's requests to have any Information Materials, or any other reports, surveys, or analysis prepared by third parties certified to Purchaser, at no cost to Seller.

9.2 Expiration Period and Knowledge of Seller. Seller's representations and warranties under Section 9.1 shall not survive the Close of Escrow and shall merge into the Deed. For purposes of this Section, the phrase "To the best of Seller's knowledge" means to the actual knowledge of Dimitri Vazelakis, Barnet Liberman and David Mitchell, without any investigation or inquiry; such individuals shall not be charged with knowledge of the acts, omissions and/or knowledge of Seller's agents or employees. All representations and warranties of Seller set forth herein are subject to matters disclosed in Seller's deliveries of Queen of Hearts Parcel Information Materials and Information Materials.

9.3 Seller's Covenants. During the term of this Agreement, Seller covenants as follows:

(a) Seller shall not, without the prior written consent of Purchaser (such consent not to be unreasonably withheld) enter into any contract, option or other agreement with respect to the repair, maintenance or operation of the Real Property, that will not be completed or terminated prior to the Close of Escrow;

(b) From and after the Execution Date, Seller shall maintain the Real Property in the level of order, condition and repair as the property exists on that date; provided, however, the Parties acknowledge that the existing structures may be demolished pursuant to the Transactions contemplated by the MDA. Seller shall not make, authorize or consent to any material alterations to the Real Property without the prior written consent of Purchaser, which consent shall not be unreasonably withheld.

(c) At Purchaser's request following exercise of the Option, Seller will make reasonable and good faith efforts, at no cost or liability to Seller, to remove such Permitted Exceptions affecting the Real Property as requested by Purchaser.

9.4 Representations and Warranties of Purchaser. Purchaser represents and warrants the following to Seller for the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Execution Date, the Effective Date and the Close of Escrow:

(a) Power and Authority. Purchaser has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein and to perform and carry out all covenants and obligations to be performed and carried out by Purchaser hereunder. Each individual executing this Agreement and the instruments referenced herein on behalf of Purchaser hereby represents and warrants that he or she has the power, right and authority to bind Purchaser.

(b) AS-IS. Except as herein provided, the Purchaser accepts the Real Property in its "AS IS" condition.

(d) Consents. Purchaser has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the transactions contemplated by this Agreement, and no consent of any other Party is required.

(e) Enforceability. This Agreement is, and all agreements, instruments and documents to be executed by Purchaser pursuant to this Agreement shall be valid and legally binding upon Purchaser and enforceable in accordance with their respective terms. Each person executing this Agreement and any other instrument or document on behalf of Purchaser is authorized to do so.

(f) No Breach. The execution of this Agreement shall not result in a breach of or constitute a default under any agreement, document, instrument, or other obligation to which the Purchaser is a party or by which Purchaser may be bound, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to the Purchaser.

10. Remedies.

10.1 Seller's Remedies. In the event the Close of Escrow and the consummation of the transactions contemplated by this Agreement do not occur by reason of any default by Purchaser, Seller, as its sole remedy, may terminate the Escrow whereupon the deposit shall be forfeited to Seller as seller's liquidated damages, and not as a penalty, the Parties agreeing and hereby stipulating that the exact amount of damages would be extremely difficult to ascertain and that the earnest money constitutes a reasonable and fair approximation of such damages.

10.2 Purchaser's Remedies. In the event the Close of Escrow and the consummation of the transactions contemplated by this Agreement do not occur by reason of any

default by Seller, Purchaser shall be entitled, as its sole and exclusive remedy, to either: (a) pursue specific performance of this Agreement; provided, however such action for specific performance must be filed and served within 45 days of the scheduled closing date, and Purchaser shall be deemed to have waived the right to maintain an action for specific performance unless such action is filed and served within 45 days of the scheduled closing date, or (b) terminate this Agreement and receive a refund of the Deposit, and receive as liquidated damages, and not as a penalty, reimbursement from Seller an amount equal to all out of pocket costs paid to third parties by Purchaser and City Parties in connection with all due diligence and feasibility investigations conducted in connection with the Queen of Hearts Parcel pursuant to the MDA and set forth in the Feasibility Period Budget and the Contingency Period Budget and pursuant to this Agreement, the Parties agreeing and hereby stipulating that the exact amount of damages would be extremely difficult to ascertain and such reimbursement constitutes a reasonable and fair approximation of such damages. As material consideration to Seller's entering into this Agreement, Purchaser, under any and all circumstances, waives any right to pursue an action for damages.

11. Condemnation. If, prior to the Close of Escrow, Seller obtains knowledge that any legal action has or shall be initiated by the United States of America, State of Nevada, or any municipality or person for the taking of any part of the Real Property under the power of eminent domain or otherwise, the Seller shall promptly give Purchaser written notice thereof, and Purchaser may, at its option, within ten (10) days following the receipt of such notice, terminate this Agreement by giving Seller written notice to that effect. If Purchaser elects to terminate, the Escrow Holder shall return Purchaser's Deposit following Purchaser's receipt of written notice from Seller; if Purchaser shall elect not to terminate this Agreement or shall fail to give Seller written notice of termination within said ten (10) day time period, then all transactions required or contemplated by this Agreement shall close as provided for herein, and the Real Property (including any portion thereof which is to be taken under the power of eminent domain) shall be sold, assigned, conveyed, transferred and delivered to Purchaser, and Seller shall assign unto Purchaser all of Seller's rights arising by reason of such legal action, including but not limited to all right to any award, compensation or other proceeds payable by reason of such action.

12. Miscellaneous.

12.1 Further Assurances. Seller and Purchaser shall, on or after the Closing Date, at the request of either party, execute, acknowledge and deliver such other deeds, assignments, instruments or documents as may be reasonably required to evidence or confirm the sale, conveyance, assignment and transfer by Seller to Purchaser of the Real Property or otherwise necessary to carry out or to fulfill Seller's or Purchaser's respective covenants and obligations hereunder.

12.2 Entire Agreement. This Agreement contains all of the agreements, representations and warranties of the parties hereto and supersedes all other discussions, understandings or agreements with respect to the subject matter hereof. This Agreement may be amended, superseded, extended or modified only by an instrument in writing signed by all of the parties hereto.

12.3 Notices. Any notice, demand or document which any Party is required or may desire to give, deliver or make to any other Party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), or by facsimile transmission with electronic confirmation of receipt, addressed as follows:

To Purchaser:

City of Las Vegas
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone:(702) 229-6551
Fax: (702) 385-3128
Attn: Scott D. Adams, Director

With a copy to:

City Attorney Office
City Hall
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 386-1749
Attn: Teri Ponticello

To Seller:

LiveWork, LLC
c/o Mitchell Holdings
41 E. 60th Street
6th Floor
New York, NY 10022
Attn: David Mitchell
Tel: (212) 486-4444
Fax: (212) 588-0286

FC Vegas 20, LLC
c/o Forest City Commercial Development
949 S. Hope Street
Suite 200
Los Angeles, CA 90015
Attn: Dimitri Vazelakis
Tel: (213) 416-2274
Fax: (213) 488-9308

FC Vegas 39, LLC
c/o Forest City Commercial Development
949 S. Hope Street
Suite 200
Los Angeles, CA 90015
Attn: Dimitri Vazelakis
Tel: (213) 416-2274
Fax: (213) 488-9308

With a copy to:

Forest City Enterprises
Terminal Tower
Suite 1360
50 Public Square
Cleveland, OH 44139
Attn: David Gordon, Esq.
Tel: (216) 216-3260
Fax: (216) 216-6206

With a copy to:

Kummer Kaempfer Bonner Renshaw & Ferrario
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109
Attn: Gregg Vermeys, Esq.
Tel: (702) 792-7000
Fax: (702) 796-7181

Any Party may designate a different address for itself by notice given in the manner set forth in this Section 12.3. Any notice, demand or document shall be deemed to have been given upon actual delivery or receipt or attempted delivery, provided such attempted delivery is made on a business day. Failure to accept delivery shall be deemed receipt of such notice.

12.4 Time of the Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

12.5 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.

12.6 Attorneys' Fees. In the event of any litigation between the parties regarding this Agreement, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

12.7 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.

12.8 Capitalized Terms. All capitalized terms not defined in this Agreement shall have the same meaning as defined in the MDA.

12.9 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.

12.10 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.

12.11 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.

12.12 Counterparts. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one instrument.

12.13 Captions. The captions and headings contained in this Agreement are for the purposes of reference only and shall not in any way affect the meaning or interpretation of the individual paragraphs.

12.14 Successors and Assigns. Except as otherwise provided herein, this Agreement, together with its benefits and subject to its burdens, shall be binding upon, extend to and inure to the benefit of the parties hereto, their permitted successors and assigns.

12.15 Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party preparing this Agreement or any part thereof.

12.16 Indemnification. Subject to the following sentence, Seller shall indemnify, hold harmless and defend Purchaser from and against any and all loss, damage, claim of damage, liability or expense, including cost of reasonable attorneys' fees, arising out of or in connection with any claim of injury or damage of any kind whatsoever, to persons or property occasioned on or about the Real Property occurring prior to the Closing Date. Purchaser shall indemnify, hold harmless and defend Seller from and against any and all loss, damage, claim of damage, liability or expense including costs and reasonable attorneys' fees arising out of or in connection with any injury or damage, or claim of injury or damage of any kind whatsoever, to persons or property occasioned on or about the Real Property and arising out of any actions or omissions of Purchaser or its agents as a result of Purchaser's entry into the Real Property

pursuant to Section 7.1 or occurring on or after the Closing Date.

13. Assignment. Purchaser shall be permitted to assign this Agreement to any person or entity, without the prior written consent of Seller, so long as the purpose such assignment is to effectuate the development of the New City Hall on the Real Property.

14. Brokers. Purchaser represents and warrants to Seller, and Seller represents to Purchaser, that no broker, agent or finder has been engaged by it in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, Purchaser shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement made by Purchaser, and Seller shall indemnify, save harmless and defend Purchaser if such claims shall be based upon any statement, representation or agreement made by Seller.

15. Like Kind Exchange. Seller and any permitted assignee of Purchaser may close this transaction as part of a like-kind exchange of properties under Section 1031 of the Internal Revenue Code of 1986, as amended, and applicable rules and regulations, provided that the applicable party gives notice of its intent to exercise such right at least fifteen (15) days prior to Closing. The exchanging party shall bear all costs of the exchange. The other party shall cooperate with the exchanging party and do all things reasonably required and requested by the exchanging party (provided that such actions do not increase the other party's obligations or liabilities under this Agreement) to effect and facilitate such an exchange. The exchanging party shall and does hereby indemnify, defend and hold the other party harmless for, from and against all liabilities arising as a result of the exchange that would not have arisen had the exchanging party not closed this transaction as part of a like-kind exchange. Anything in this section to the contrary notwithstanding: (i) no party makes any representation or warranty to the other as to the effectiveness or tax impact of any proposed exchange; (ii) in no event shall any party be required to take title to any exchange or replacement property; (iii) any party requesting cooperation from another party to an exchange shall provide the other party copies of all documents that are to be executed by such party no less than seven (7) business days prior to the Closing Date; (iv) in no event shall completion of any such exchange be a cause or excuse for any delay in the Closing; (v) no party shall be required to incur any costs or expenses or incur any additional liabilities or obligations in order to accommodate any exchange requested by the other party or any exchange facilitator; and (vi) the party requesting the exchange agrees to use a qualified intermediary to conduct the exchange.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF LAS VEGAS, NEVADA,
a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

LIVEWORK, LLC,
a Delaware limited liability company

By: Livework Manager, LLC
its Member

By: _____
Name: _____
Title: _____

FC VEGAS 20, LLC,
a Nevada limited liability company

By: Canton Centre Mall Limited Partnership,
its Sole Member

By: F.C. Canton Centre, Inc.,
its general partner

By: _____
Name: DAVID J. DeRUE
Title: PRESIDENT

FC VEGAS 39, LLC,
a New York limited liability company

By: Rolling Acres Properties Co.
Limited Partnership, its Sole Member

By: Artus, Inc.
its general partner

By: _____
Name: DAVID J. DeRUE
Title: VICE PRESIDENT

APPROVED AS TO FORM: 5/13/08
Michael C. Nichols Esq.

By: Michael C. Nichols, Esq.

ATTEST BY:

_____
Beverly Bridges, City Clerk

EXHIBIT "A"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

_____
_____
_____
Attention:_____

_____
(Space above line for Recorder's use)

GRANT BARGAIN AND SALE DEED

_____, as "Grantor," does hereby Grant, Bargain, Sell and Convey to _____, a _____, as "Grantee," the real property in the County of Clark, State of Nevada (hereinafter referred to as the "Land") described on Attachment "A" attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. General and special taxes and assessments for the current fiscal tax year and any and all unpaid bonds and/or assessments; and

2. All covenants, conditions, restrictions, reservations, rights, right-of-way and easements recorded against the Land and all other matters of record or apparent.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its general partner thereunto duly authorized.

Dated as of _____, 20___.

_____,
a _____

By:_____
(name) (title)

STATE OF _____)
) ss.
COUNTY OF _____)

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

_____
Notary Public

Exhibit G
Form of Exclusive Negotiating Agreement

Exhibit H
Form of City Hall Development Agreement

Exhibit I
Form of City Hall Lease

Exhibit J
Form of Ground Lease

Exhibit J-1
Form of Sub Ground Lease

Exhibit K
Form of Exchange and Parcel P-Q Development Agreement

Exhibit L
Form of Block Project Development Agreement

Exhibit M
Form of Owner Participation Agreement

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 FC Vegas 39, LLC
Address 50 Public Square, Suite 1360 Cleveland, Ohio 44113
Telephone 216-621-6060
EIN or DUNS 20-8640805

Block 2 Description
Subject Matter of Contract/Agreement

Third Amendment to Master Development Agreement City Hall Project

LiveWork Block Project

RFP#

Block 3 **Type of Business**

☐ Individual ☐ Partnership **X** 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.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

_____
Date

Subscribed and sworn to before me this _____day of

_____, 200_

_____
Notary Public

By: FC Vegas 39, LLC, a Nevada limited liability company

By: Rolling Acres Properties Co. Limited Partnership, an Ohio limited partnership, its Sole Member

By: Artus, Inc., an Ohio corporation, Its General Partner

By: Dimitri Vazelakis, Authorized Representative

Name

11/4/09
Date

See Attached

Subscribed and sworn to before me this _____day of

_____, 2009

_____

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On November 4, 2009 (Date) before me, Lisa M. Stevens, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Dimitri Vazelakis (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M. Stevens (Signature of Notary Public)

LISA M. STEVENS
Commission # 1843392
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2013

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate Disclosure of Ownership/Principal

Document Date: — Number of Pages: 3

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dimitri Vazelakis
- ☐ Individual
- ☒ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: FC Vegas 39

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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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 LiveWork LLC
Address **41 E. 60th Street, 6th Floor** **New York, NY 10022**
Telephone **212-486-4444**
EIN or DUNS **20-2675938**

Block 2 **Description**
Subject Matter of Contract/Agreement

Third Amendment to Master Development Agreement
City Hall Project

LiveWork Block Project

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.	David Mitchell	41 East 60th Street, 6th Fl. NY, NY 10022	212-486-4444
2.	Barnet Liberman	421 Hudson St. NY, NY 10014	212-243-7388
3.	Las Vegas Land Partners llc	41 East 60 Street NY NY 10022	212 486 4444
4.	LiveWork Manager llc	41 East 60 Street NY NY 10022	212 486 4444
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

Nov 4, 2009
Date

David J Mitchell
Subscribed and sworn to before me this 4th day of November, 2009

_____
Notary Public

MELVIDA PERAZIC
Notary Public - State of New York
NO. 01PE6188952
Qualified in Kings County
My Commission Expires 10/4/12

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.

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Block 1 **Contracting Entity**
Name: QH Las Vegas, LLC
Address: 50 Public Sq., Ste 1360 **Cleveland, OH 44113**
Telephone: 216-621-6060
EIN or DUNS: 27-1081513

Block 2 **Description** **Subject Matter of Contract/Agreement**
New City Hall Building
RFP#

Block 3 **Type of Business**

☐ Individual ☐ Partnership x☑ 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.	**Forest City Commercial Group, Inc.** , Managing Member	**1100 Terminal Tower, 50 Public Sq., Ste 1360 Cleveland, OH 44113**	**216-621-6060**
2.	**Stella Property, LLC** , Managing Member	**c/o Mitchell Holdings 20 West 55th Street New York, NY 10019**	**c/o 212-716-3312**
3.			
4.			
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8.			

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

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

By: Forest City Commercial Group Inc., Managing Member

_____
Name: Robert G. O'Brien, Vice President & Treasurer

_____
Date: November 2nd 2009

Subscribed and sworn to before me this 2nd day of November, 2009

_____
Notary Public

HEIDI P. GAJOCH, Notary Public
STATE OF OHIO
My Commission Expires March 3, 2013
(Recorded in Cuyahoga County)

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.

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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.

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Block 1 Contracting Entity
Name: PQ Las Vegas, LLC
Address: 50 Public Sq., Ste 1360 **Cleveland, OH 44113**
Telephone: 216-621-6060
EIN or DUNS: 27-1146883

Block 2 Description **Subject Matter of Contract/Agreement**
New City Hall Building
RFP#

Block 3 **Type of Business**

☐ Individual ☐ Partnership x☑ 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.	FC Vegas 39, LLC , Managing Member	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
2.	FC Vegas 20, LLC , Managing Member	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
3.	LiveWork, LLC , Managing Member	c/o Mitchell Holdings 20 West 55th Street New York, NY 10019	c/o 212-716-3312
4.			
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9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE
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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

By: FC Vegas 39, LLC, Managing Member
By: Rolling Acres Properties Co. Limited Partnership
By: Artus, Inc.

_____
Name: Robert G. O'Brien, Vice President & Treasurer

_____
Date: November 2nd, 2009

Subscribed and sworn to before me this 2nd day of November, 2009

_____
Notary Public

HEIDI P. GAJOCH, Notary Public
STATE OF OHIO
My Commission Expires March 3, 2013
(Recorded in Cuyahoga County)

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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Block 1 **Contracting Entity**
Name: PQ Ground Lessee, LLC
Address: 50 Public Sq., Ste 1360 **Cleveland, OH 44113**
Telephone: 216-621-6060
EIN or DUNS: 27-1146942

Block 2 **Description**
Subject Matter of Contract/Agreement
New City Hall Building
RFP#

Block 3 **Type of Business**

☐ Individual ☐ Partnership x☒ 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.	FC Vegas 39, LLC, Managing Member	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
2.	FC Vegas 20, LLC, Managing Member	50 Public Sq., Ste 1360 Cleveland, OH 44113	216-621-6060
3.	LiveWork, LLC, Managing Member	c/o Mitchell Holdings 20 West 55th Street New York, NY 10019	c/o 212-716-3312
4.			
5.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE
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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

By: FC Vegas 39, LLC, Managing Member
By: Rolling Acres Properties Co. Limited Partnership
By: Artus, Inc.

Name: Robert G. O'Brien, Vice President & Treasurer

Date: November 2nd 2009

Subscribed and sworn to before me this 2nd day of November, 2009

Heidi P. Gajoch
Notary Public

HEIDI P. GAJOCH, Notary Public
STATE OF OHIO
My Commission Expires March 3, 2013
(Recorded in Cuyahoga County)

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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

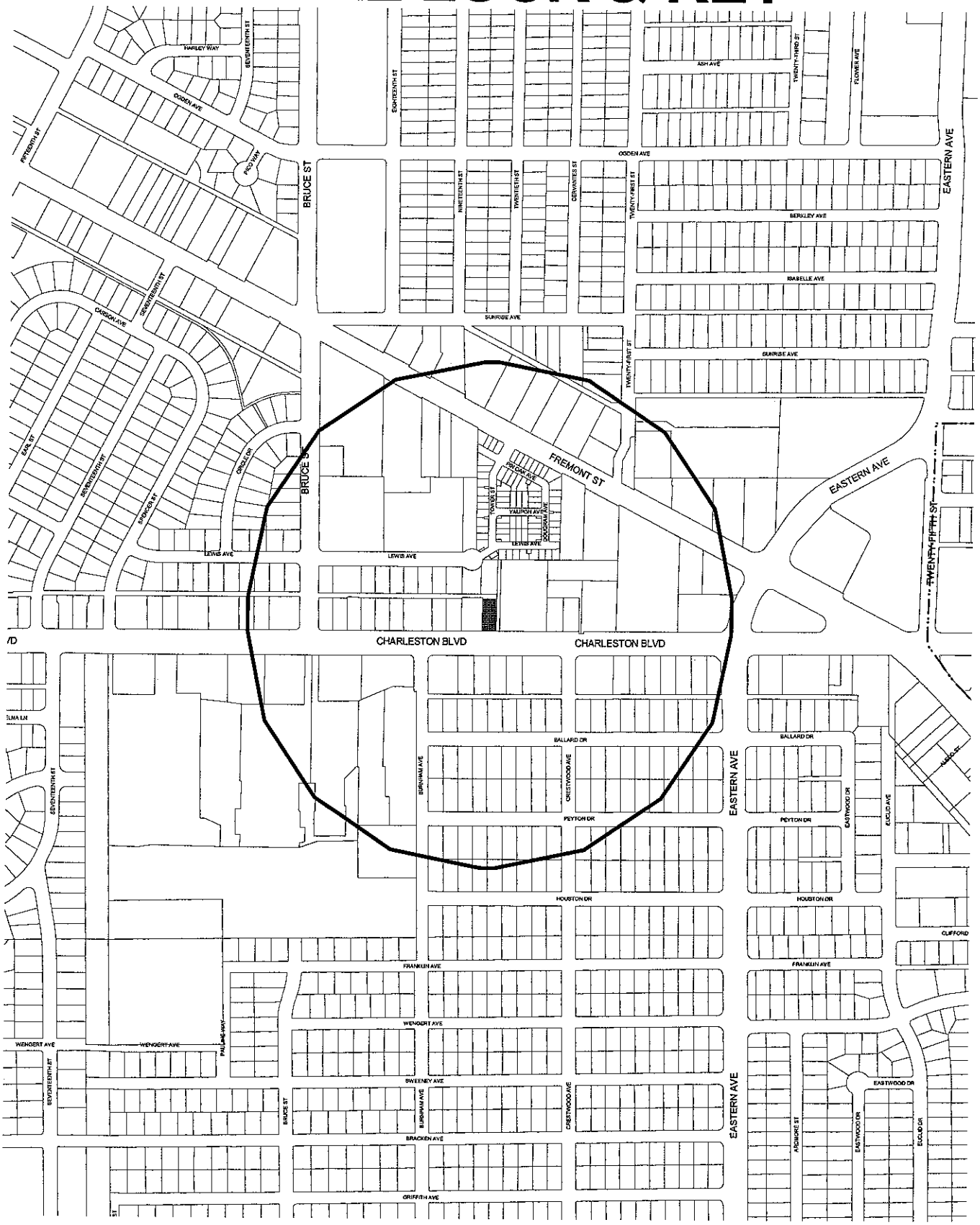
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

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.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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 Beer/Wine/Cooler Off-sale License, Crazy Ely Western Village, LLC, dba Crazy Ely Western Village, 321 Fremont Street, Haim Gabay, Mgr - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Temporary Beer/Wine/Cooler Off-sale 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.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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 Beer/Wine/Cooler Off-sale License, G & G Fremont, LLC, dba G & G, 24 Fremont Street, Haim Gabay, Mgr and Guillermo J. Santos, Sr Mgr - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Temporary Beer/Wine/Cooler Off-sale 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.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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 Massage Establishment License, Akers Chiropractic, dba Akers Chiropractic, 2931 North Tenaya Way, Suite 106, Terry Akers, 100% - Ward 4 (Anthony) [NOTE: This is an ancillary license to an existing chiropractic business - Akers Chiropractic]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Temporary Massage Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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 Massage Establishment License, Red Rock Chiro, LLC, dba Red Rock Chiropractic, 500 South Rancho Drive, Suite 1, Margaret Colucci, Managing Mmbr, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing chiropractic business - Red Rock Chiropractic]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Temporary Massage Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Discussion and possible action regarding a new Tavern Limited License subject to the provisions of the planning and fire codes and Health Dept. regulations, Las Palmas Entertainment, Inc., dba Azul Tequila Night Club, 115 North 7th Street, Francisco Lara, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a new Tavern Limited 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 and fire codes and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Discussion and possible action regarding a new Psychic Arts and Science License, Nana Adams, dba Psychic Arts of Las Vegas, 1620 South Decatur Boulevard, Suite E, Nana Adams, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

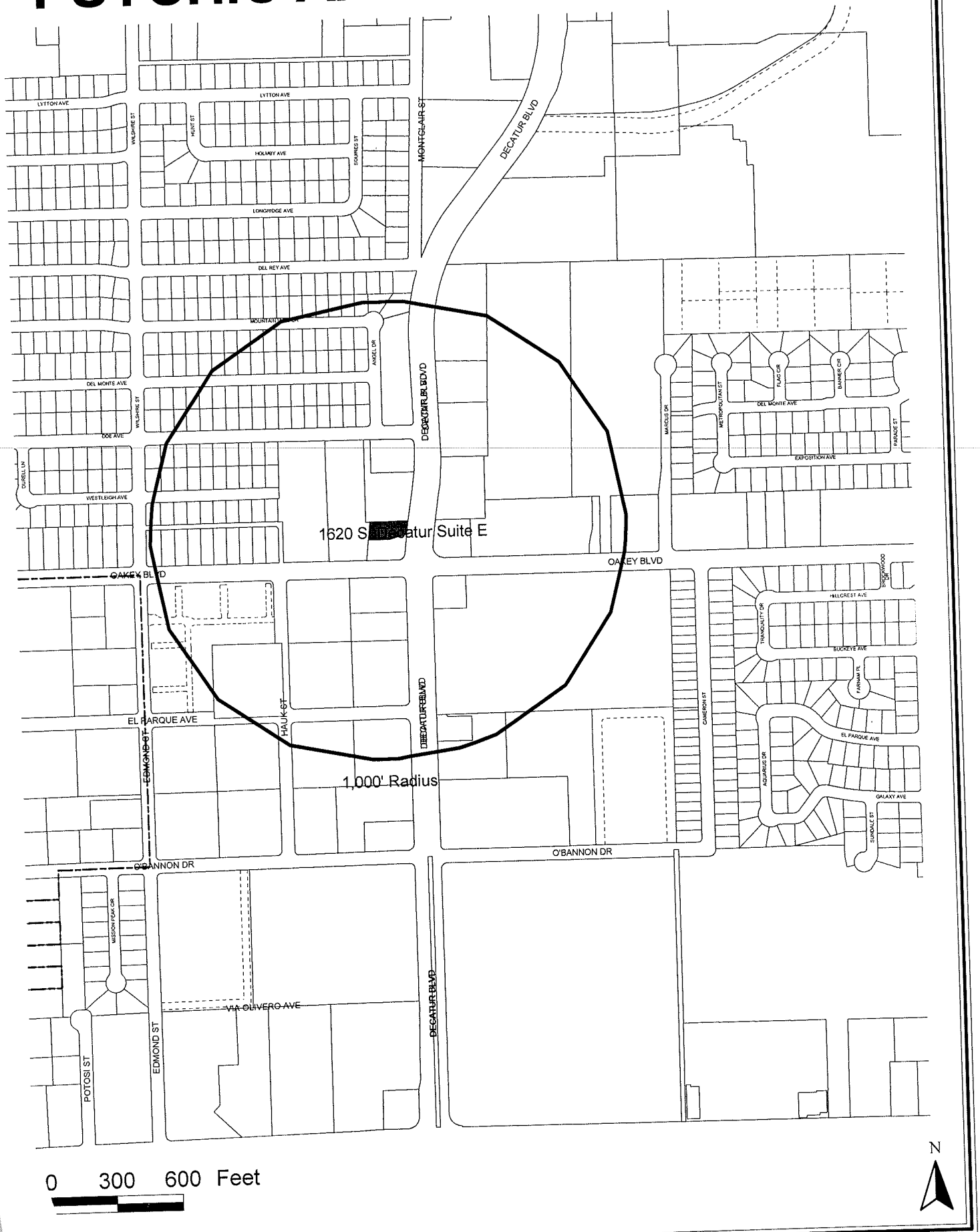
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a new Psychic Arts and Science License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
Map

PSYCHIC ARTS OF LAS VEGAS



City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
Discussion and possible action regarding an Appeal of Work Card Denial for Ivana Vela, db at Vinny Boy's Italian Market Place, 3620 West Sahara Avenue, Suite W02 - 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 Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-80-2009 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and CR Corporation located at 1239-1299 South Las Vegas Boulevard (APNs 162-03-112-030 and 031) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 4 (RA-18-2009)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting CR Corporation with the cost of neon signage and exterior improvements to the commercial buildings located at 1239-1299 South Las Vegas Boulevard. Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-80-2009
2. Before Photos and After Renderings
3. Site Map

RESOLUTION NO. R-80-2009

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND CR CORPORATION ("PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-03-112-030 & 031

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, CR CORPORATION (the "PARTICIPANT") is the owner of real property and improvements located at 1239-1299 South Las Vegas Blvd, and which parcel is commonly known as APN 162-03-112-030 & 031 (the "Site"); and

WHEREAS, CR CORPORATION (the "PARTICIPANT") is the owner of the real property located at 1239-1299 South Las Vegas Blvd. and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to CR CORPORATION for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2009.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
CITY CLERK

APPROVED AS TO FORM:

_____ 11/4/09
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and CR CORPORATION. ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of $50,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of fifty thousand dollars **($50,000.00)** for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with

the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 90 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar

days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2009 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2009.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

D. Parkinson 11/4/05
Counsel to the Agency Date

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
Secretary

CR CORPORATION

By: _____
CHAROLETTE RICHARDS
Its: President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

More Complete Legal Description for APN: 162-03-112-030

Park Place, Plat Book 1, Page 48, PT Lot "M", in the Office of the County recorder of Clark County, Nevada. More fully described as: That portion of Lot "M" of PARK PLACE ADDITION TO THE CITY OF LAS VEGAS as shown by map thereof on file in Book 1 of Plats, Page 48, in the office of the Clark County Recorder, Nevada, described as follows: Commencing at a point in the East line of said Lot "M", distant 50.00 feet North of the Southeast (SE) corner thereof, being the Northeast (NE) corner of that certain parcel of land conveyed by C.L. Ronnow, et ux, to Clarence Huston, by Deed recorded December 24, 1934 in Book 21 of Deeds, page 480-481, Clark County Nevada: Thence South 89° 10' West 220 feet along the North Line of Huston Tract to the True Point of Beginning: Thence North 89° 10' West along the North line of Huston Tract 367.07 feet to the West line of Lot "M", being the East line of Fifth Street: thence North 27° 45' East along the West line of said Lot "M", being the East line of Fifth Street 108.19 feet to a point: thence North 89° 10' East 324.31 feet to a point; thence South 0° 50' East 95.00 feet to the True Point of Beginning.

More Commonly known as: 1239 South Las Vegas Blvd., Las Vegas, Nevada

ATTACHMENT 2

RE-RECORDED

20030606 02938

ORIGINAL

20030516 00781

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That Charolette A. Richards, without consideration, does hereby Remise, Release and forever Quitclaim to C.R. Corporation, a Nevada corporation, all of her right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

Park Place, Plat Book 1, Page 48, PT Lot M, in the Office of the County Recorder of Clark County, Nevada.

More Commonly known as: 1239 South Las Vegas Blvd., Las Vegas, Nevada.

APN: 162-03-112-030

Tax Exemption: 010 - Transfer to a business owned 100% by Grantor.

Witness my hand this 4th day of April, 2003.

CHAROLETTE A. RICHARDS

Re-recorded to correct legal description.
See Exhibit 1 attached

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

RECEIVED OR-IS CC

20030606
.04938

20030416
.00701

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 9th day of April, 2003, before me the undersigned, a Notary Public in and for the said State, personally appeared CHAROLETTE A. RICHARDS, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Sharon Jolley-Wirth
Notary Public

County of Clark
SHAWN JOLLEY-WIRTH
My Appointment Expires
July 1, 2003

When Recorded, Mail to:
Gordon C. Richards, Esq.
1850 E. Flamingo, #204
Las Vegas, NV 89119

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

ASSESSOR'S COPY

***** CLARK COUNTY, NEVADA *****
FRANCES DEANE, RECORDER
RECORDED AT REQUEST OF: 8 RICHARDS

04-16-2003 09:10 BTA PAGE COUNT: 2

OFFICIAL RECORD

BOOK/INSTR: 20030416-00701 FEE: 15.00
AMT: $15.00

20030606
.04938

Exhibit 1

More Complete Legal Description for APN: 162-03-112-030.

Park Place, Plat Book 1, Page 48, PT Lot "M", in the Office of the County recorder of Clark County, Nevada. More fully described as: That portion of Lot "M" of PARK PLACE ADDITION TO THE CITY OF LAS VEGAS as shown by map thereof on file in Book 1 of Plats, Page 48, in the office of the Clark County Recorder, Nevada, described as follows: Commencing at a point in the East line of said Lot "M", distant 50.00 feet North of the Southeast (SE) corner thereof, being the Northeast (NE) corner of that certain parcel of land conveyed by C. L. Ronnow, et ux, to Clarence Huston, by Deed recorded December 24, 1934 in Book 21 of Deeds, page 480-481, Clark County Nevada: Thence South 89° 10' West 220 feet along the North Line of Huston Tract to the True Point of Beginning; Thence North 89° 10' West along the North line of Huston Tract 367.07 feet to the West line of lot "M", being the East line of Fifth Street; thence North 27° 45' East along the West line of said Lot "M", being the East line of Fifth Street 108.19 feet to a point; thence North 89° 10' East 324.31 feet to a point; thence South 0° 50' East 95.00 feet to the True Point of Beginning.

More Commonly known as: 1239 South Las Vegas Blvd., Las Vegas, Nevada.

ASSESSOR

RE-RECORDED

***** CLARK COUNTY, NEVADA *****
FRANCES DEANE, RECORDER
RECORDED AT REQUEST OF: G RICHARDS

06-06-2003 16:00 DBI PAGE COUNT: 4

OFFICIAL RECORDS

BOOK/INSTR:20030606-04938 FEE: 17.00
RPTT: EX0003

20030606
.04936

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 142-03-112-030
   b)
   c)
   d)
2. Type of Property:
   a) ☐ Vacant Land b) ☒ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   ☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument #:
Book _____ Page: _____
Date of Recording:
Notes:

3. Total Value/Sales Price of Property $
   Deed in Lieu of Foreclosure Only (value of property) $ (
   Transfer Tax Value: $
   Real Property Transfer Tax Due $

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section 3
   b. Explain Reason for Exemption: To correct legal description Transfer to a business owned Lot on by Grantor

5. Partial Interest: Percentage being transfered: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Charlotte Richards Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Charolette Richards	Print Name:	Charolette Richards
Address:	P.O. Box 15229	Address:	P.O. Box 15229
City:	Las Vegas, NV 89114	City:	Las Vegas, NV 89114
State:	Zip:	State:	Zip:

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: _____ Escrow #

Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 162-03-112-030 & 031

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CR CORPORATION ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal

to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of _____, _____.

CR CORPORATION

By:_____
CHAROLETTE RICHARDS

Its: PRESIDENT
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2009 by CHAROLETTE RICHARDS as PRESIDENT.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2009 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

More Complete Legal Description for APN: 162-03-112-030

Park Place, Plat Book 1, Page 48, PT Lot "M", in the Office of the County recorder of Clark County, Nevada. More fully described as: That portion of Lot "M" of PARK PLACE ADDITION TO THE CITY OF LAS VEGAS as shown by map thereof on file in Book 1 of Plats, Page 48, in the office of the Clark County Recorder, Nevada, described as follows: Commencing at a point in the East line of said Lot "M", distant 50.00 feet North of the Southeast (SE) corner thereof, being the Northeast (NE) corner of that certain parcel of land conveyed by C.L. Ronnow, et ux, to Clarence Huston, by Deed recorded December 24, 1934 in Book 21 of Deeds, page 480-481, Clark County Nevada: Thence South 89° 10' West 220 feet along the North Line of Huston Tract to the True Point of Beginning: Thence North 89° 10' West along the North line of Huston Tract 367.07 feet to the West line of Lot "M", being the East line of Fifth Street: thence North 27° 45' East along the West line of said Lot "M", being the East line of Fifth Street 108.19 feet to a point: thence North 89° 10' East 324.31 feet to a point; thence South 0° 50' East 95.00 feet to the True Point of Beginning.

More Commonly known as: 1239 South Las Vegas Blvd., Las Vegas, Nevada

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $50,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$50,000.00
Anytime during second year:	$40,000.00
Anytime during third year:	$30,000.00
Anytime during fourth year:	$20,000.00
Anytime during fifth year:	$10,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 162-03-112-030 & 031

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between CR CORPORATION., hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1239 & 1299 South Las Vegas Boulevard, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.162-03-112-030 & 031; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: CHAROLETTE RICHARDS
P.O Box 15229
Las Vegas, NV 89114

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

. . .

. . .

. . .

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: CHAROLETTE RICHARDS
Title: PRESIDENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2009 by CHAROLETTE RICHARDDS as PRESIDENT.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2009 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

More Complete Legal Description for APN: 162-03-112-030

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More Commonly known as: 1239 South Las Vegas Blvd., Las Vegas, Nevada

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Installation of double face pylon sign	**$63,208.00**
2. Installation of 560 linear ft of neon for roof line	**$25,232.00**
3. Installation of wrought iron arch	**$4,563.00**
4. Installation of 3 flag mount signs	**$14,039.00**
TOTAL ESTIMATED PROJECT COSTS	**$107,042.00**
Estimated CVIP Grant	$50,000

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work should be complete within 90 – 120 days, depending on contractor's work schedule/work load.

ATTACHMENT 6

Please Print Legibly

VIP Disclosure of Ownership/Principals ✓

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name CR Corporation

Mailing Address P.O. Box 15229, Las Vegas, NV 89114

Business Phone 702-382-5943

Tax ID or Social Security Number 88-0352434

Ownership Interest

Estate in Severalty X Tenancy in Common ____ Joint Tenancy ____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Charolette Richards	P.O Box 15229 Las Vegas, NV 89114	702-382-5943

Additional Ownership/Principals

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*:____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature Charlotte Richards

Date 9-28-09

State of Nevada
County of Clark

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
EVELYN VALDEZ
Appt. No. 03-81699-1
My Appt. Expires June 15, 2011

This instrument was acknowledged before me on

9/28/09 (date) by

Charlotte A Richards (name of person)

Evelyn Valdez

Notary Public

ATTACHMENT 7

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Charolette Richards, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the CR Corporation, a company duly organized in the State of Nevada as a Corporation, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1299 S. Las Vegas Bl ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☐
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☒ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. CR (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. CR (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. CR (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. CR (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 28th day of September, 2009.

Authorized Signature: Charlotte Richards

SIGNED AND SWORN TO before

me this 28th day of September, 2009, by Charlotte Richards

NOTARY PUBLIC
My Commission Expires: 4/15/11

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
EVELYN VALDEZ
Appt. No. 03-81899-1
My Appt. Expires June 15, 2011

Before Photos – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



Before Photos – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



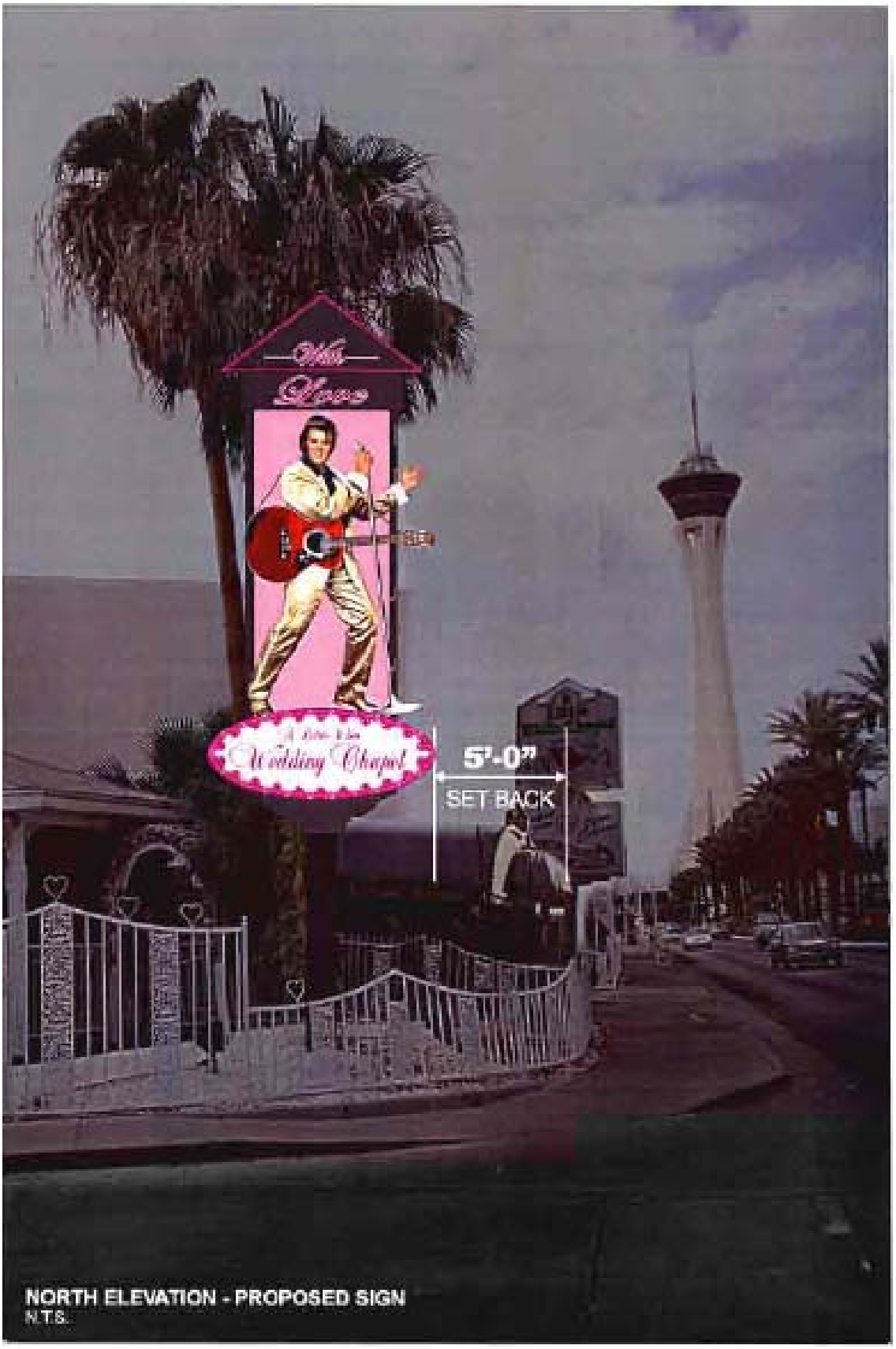
Before Photos – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



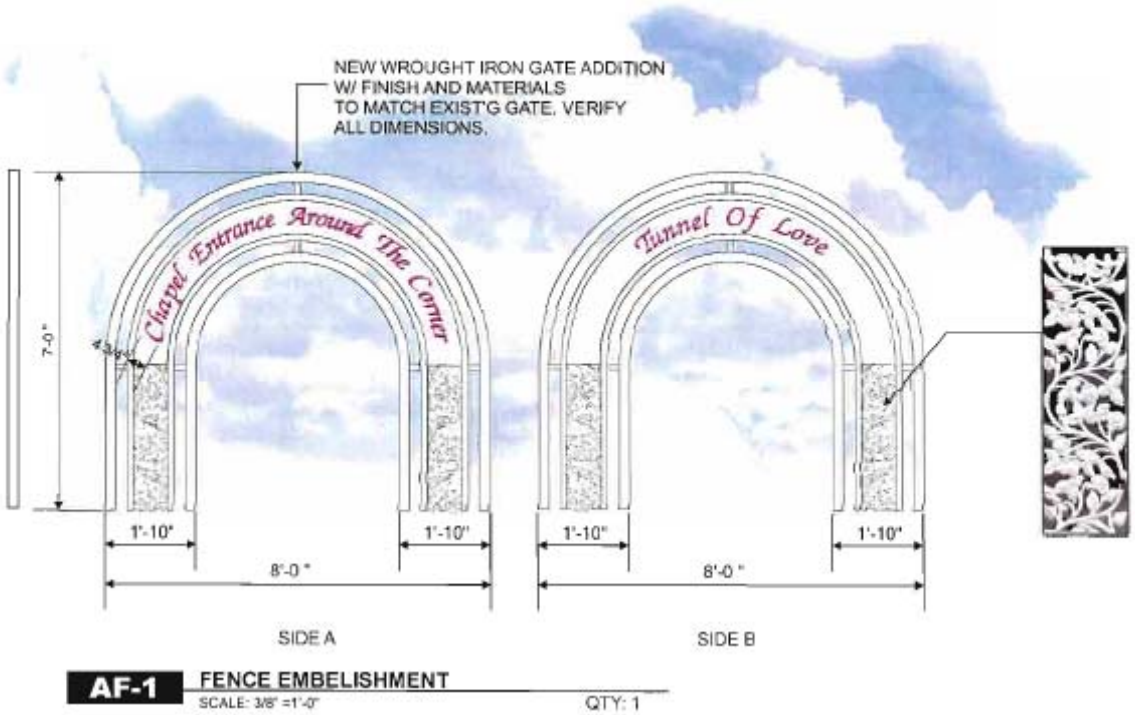
After Rendering – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



After Rendering – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



After Rendering – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



AF-1 FENCE EMBELISHMENT
SCALE: 3/8" =1'-0" QTY: 1

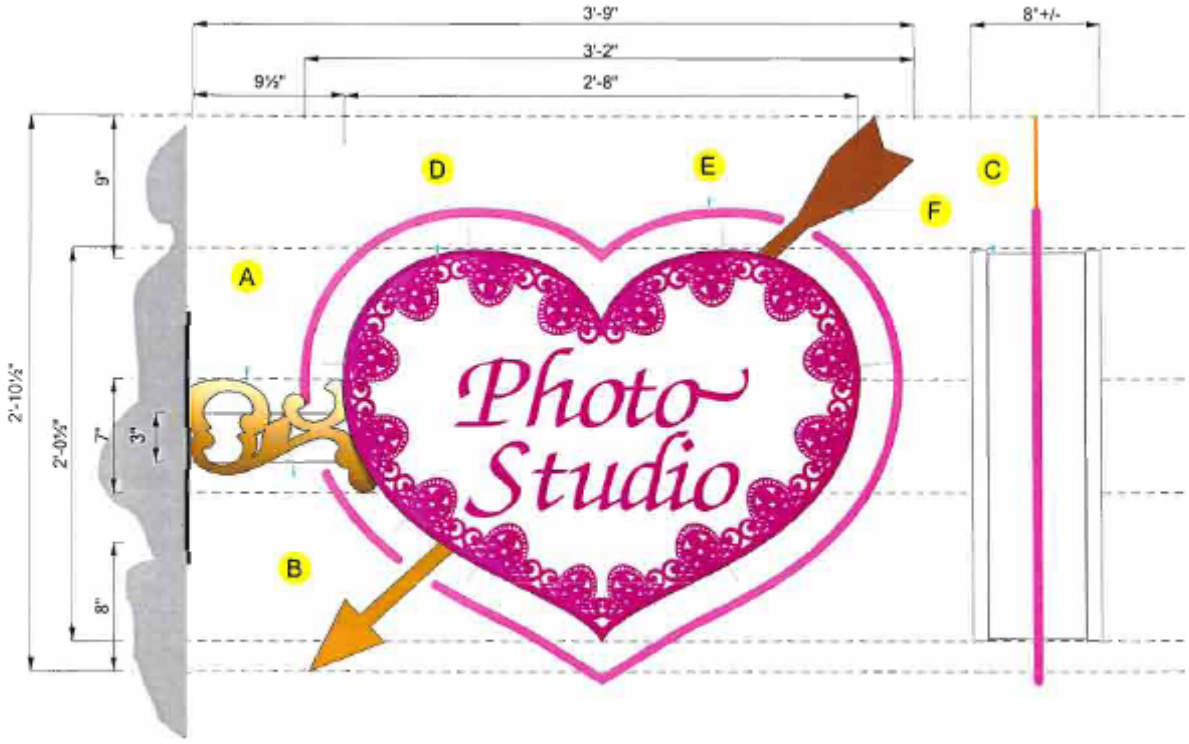


PLACEMENT PHOTO / SIDE A

After Rendering – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



After Rendering – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



BG-1 FLAG MOUNTED D/F SIGN
SCALE: 1½" =1'-0"

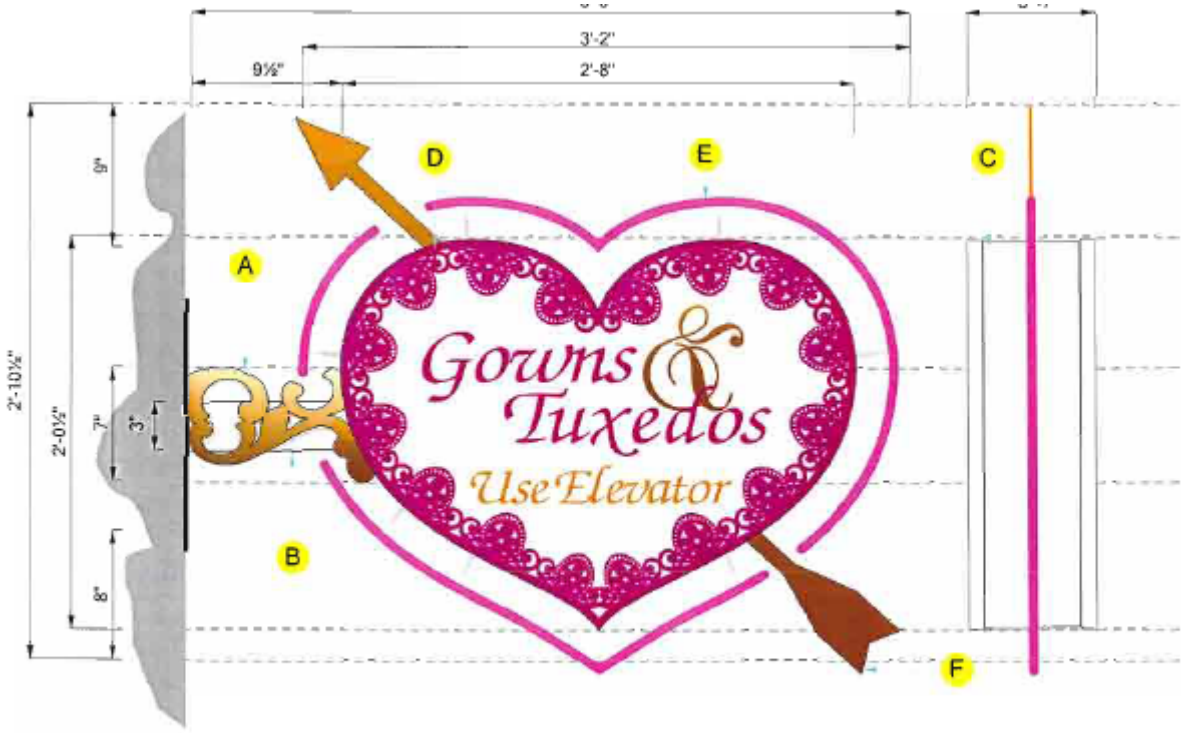
SCOPE OF WORK:
MFG. AND INSTALL (1) ILLUMINATED D/F BLADE SIGN.



BG-2 FLAG MOUNTED D/F SIGN
SCALE: 1½" =1'-0"

SCOPE OF WORK:
MFG. AND INSTALL (1) ILLUMINATED D/F BLADE SIGN.

After Rendering – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



BG-3 FLAG MOUNTED D/F SIGN
SCALE: 1½" =1'-0"

SCOPE OF WORK:
MFG. AND INSTALL (1) ILLUMINATED D/F BLADE SIGN.

SITE MAP – A Little White Wedding Chapel
(1239-1299 South Las Vegas Boulevard)



City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
BOARDS & COMMISSIONS:

HISTORIC PRESERVATION COMMISSION – Janet Ruth White, Term Expiration 3-6-2011 (Resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling nine different categories. Terms are for four years, with no limit to the number of terms that may be served. Ms. Janet Ruth White (representing Category 7, Citizen-At-Large) has resigned. Staff recommends the appointment of R. Brandon Sprague to fill the unexpired term.

RECOMMENDATION:
Procedure for this Commission requires appointment by the City Council. Options are: Appoint a new member for Category 7, Citizen-At-Large

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memo from Margo Wheeler, Director of Planning and Development
3. Board Interest Forms from Audrey Asselin, Paul Wassgren, Marla Frederick, Thomas Boley and R. Brandon Sprague

Historic Preservation Commission

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Category 1 - Experienced in Architecture** Patrick J. Klenk	4 /27/1998 **Reapp: 12/5/2001 12/7/2005**	12/31/2009	Reese
2	**Category 2 - Experienced in Urban Design or Planning** James Veltman Effective 3/23/2002	3 /20/2002 **Reapp: 3/15/2006**	3/23/2010	Reese
3	**Category 3 - Experienced in Building Construction** H. Richard Cuppett	9 /19/2001 **Reapp: 9/7/2005 8/19/2009**	9/19/2013	Mayor
4	**Category 4 - Experienced in Real Estate Profession** Raymond Aikens Filled Unexpired Term of Felix DeHerrera	3 /16/2005 **Reapp: 2/7/2007**	3/8/2011	Mayor
5	**Category 5 - Representative of a Recognized Local Historic Preservation Association or Historic Preservation Interest Group** Gregory Richard Seymour Effective 6/18/2007; Replaced Andrew Kirk	6 /6 /2007 **Reapp: N/A**	6/18/2011	Mayor
6	**Category 6 - Experienced in Nevada History** Dorothy Wright	3 /24/1997 **Reapp: 3/7/2001 3/2/2005 03/4/2009**	3/24/2013	Reese
7	**Category 7 - Members Citizens-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Bob Stoldal	4 /27/1998 **Reapp: 12/5/2001 12/7/2005**	12/31/2009	Reese
8	**Category 7 - Members Citizens-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Robert Bellis Effective 3/23/2002; Replaced Alice Key	3 /8 /2001 **Reapp: 3/20/2002 3/15/2006**	3/23/2010	Reese
9	**Category 7 - Members Citizens-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** VACANT	**Reapp:**	3/6/2011	
10	**Category 7 - Members Citizens-At-Large (after Historic District Designation, filled by a person owning property and residing within the Historic District** Claytee White	5 /17/2006 **Reapp: N/A**	5/17/2010	Hist Pres Comm

Name	Appointment Date	Expiration Date	Recommended By:
11 Category 7 - Members Citizens-At-Large, John S. Park Historic District Designation	2 /24/1997	3/6/2013	Reese
Mary Hausch	**Reapp: 3/7/2001**	**3/2/2005**	**03/4/2009**
Effective 3/6/1997			
12 Category 8 - Director of Planning & Development or Director's Designee, City of Las Vegas			
Courtney Mooney	**Reapp: N/A**		
Staff Designee for Margo Wheeler			
13 Category 9 - Director of the Nevada State Museum & Historical Society or other Designee of State Historic Preservation Office	7 /31/2003		
David Millman, Director	**Reapp: N/A**		

AUTHORITY: Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

MEMBERS: 13 members

- 11 members appointed by the City Council; and
- Two ex-officio representatives: Director, Planning and Development Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

CATEGORY:

1 **EXPERIENCED IN ARCHITECTURE** (i.e. architect, art historian or historic preservation architect)
2 **EXPERIENCED IN URBAN DESIGN OR PLANNING** (i.e. urban designer, planner or landscape architect)
3 **EXPERIENCED IN BUILDING CONSTRUCTION** (i.e. building contractor or structural engineer)
4 **EXPERIENCED IN REAL ESTATE PROFESSION** (i.e. real estate developer, appraiser or broker)
5 **REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP**
6 **EXPERIENCED IN NEVADA HISTORY** (i.e. historian or archaeologist)
7 **5 MEMBERS CITIZENS-AT-LARGE** (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE, A PERSON WHO OWNS REAL PROPERTY WITHIN THE HISTORIC DISTRICT MAY FILL THAT POSITION. IF MORE THAN FIVE HISTORIC DISTRICTS HAVE BEEN DESIGNATED AS SUCH PURSUANT TO THIS SUBCHAPTER, THE CITY COUNCIL SHALL DETERMINE WHICH FIVE OF THE HISTORIC DISTRICTS ARE TO BE REPRESENTED ON THE HPC)
8 **DIRECTOR OF PLANNING & DEVELOPMENT OR DIRECTOR'S DESIGNEE**, CITY OF LAS VEGAS (ex-officio)
9 **DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE** OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:

- The history of the City of Las Vegas
- Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12/31/2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4th Wednesday - 12:15 P.M. - 731 South 4th Street, Except 2nd Wednesday in November & December

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
November 3, 2009

TO:
Beverly K. Bridges, City Clerk

FROM:
M. Margo Wheeler, Director, Planning & Development

SUBJECT:
Historic Preservation Commission Vacancy

COPIES TO:
Vicky Darling, Chief Deputy City Clerk
Courtney Mooney, Planning & Development

I have received notification that Commissioner Janet Ruth White has resigned from the Historic Preservation Commission.

I have reviewed all of the board interest forms and would like to recommend Mr. R. Brandon Sprague to fill the vacant position of Category 7, Member-at-Large.

His background in architecture and participation in the University of Nevada, Las Vegas Downtown Design Center, as well as other organizations with a focus on conservation and education will be an asset to the commission.

I highly recommend Mr. Sprague's appointment to the Historic Preservation Commission, Category 7, Member-at-Large.

RECEIVED
CITY CLERK
2009 NOV -4 A 7:40

CLV-6217

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Audrey Asselin

Home Street Address: 7921 Aviano Pines

City: LV **NV** **ZIP Code:** 89129

Work Street Address: 1009 Whitney Ranch

City: Henderson **ZIP Code:** 89014

Employer: TRC **Occupation:** Civil Engineer

Home Phone Number: 702.655.1002 **Work Phone Number:** 702.248.6415

Other Phone Number: cell 702.499.2958 **Email Address:** aasselin@trcsolutions.com

Please list the boards, commissions, or committees that you are interested in serving on:

① Community Development Recommending Board,
② Conservation District of Southern Nevada, ③ Historic Preservation Commission, ④ Neon Museum Board,
⑤ Parks & Rec Advisory Commission
⑥ Planning Commission
⑦ Redevelopment Agency
⑧ Regional Flood Control District

For office use only
CLV Y ✓ N ___
Ward 4
Date 1/9/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

APWA Conference Committee

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

(See Attached as well)

I have lived in the LV area for over 30 years and I have been a part of the growth & development of this town as a Civil Engineer for over 25 years. I care & I want to help.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

July 8, 2009

Attachment:

Qualifications to Serve on Boards, Commissions and or Committees:

I have lived in Las Vegas for 33 years and have been involved in the growth and development of the Las Vegas Valley Area with my career of over 25 years in the Civil Engineering and Land Development Industry.

I have been intimately involved in the Entitlement, Design and Construction Management aspects of Private Development as well as numerous Public Facilities here in the valley area.

I can bring the experience of working with Developers and Public Entities to the Boards, Commissions and Committees that I will serve on. My experience has taught me that positive, calculated growth within any entity, whether private business or community development or even personal goals, is paramount, not to just the survival of that entity, but is necessary to the well being and good health of that entity. I can hit the ground running, so to speak, with an understanding of development codes and planning experience and the understanding of what is an appropriate growth direction.

My goal of serving my community is to bring experience and leadership to a position that serves the City Council Members, my community and the greater good of the Las Vegas Valley.

I am in a position personally to be able to dedicate time and effort to the needs of my community, so I'm asking to be placed on any Board, Commission or Committee that may benefit from my experience.

Audrey Asselin, P.E.

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

Experience

TRC (formerly V-Point)

Engineering Director ***4/2007 through present***

- Business Development
- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Production Group implementing Improvement Plans and all relevant reports and calculations
- Project Scheduling and Client Liaison
- Contract Negotiation, Extra Origination, Contract Management and Billing

Subdivision Acceptance LLC

Vice President of Operations ***8/2006 through 4/2007***

- Management of Company Start up and Client Base Marketing and Sales
- Business Development
- Oversee of Estimates and Cost Analysis
- General Management / Hiring

Centex Homes

Land Development Manager ***4/2004 through 7/2006***

- Oversight of Construction Management
- Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
- Land Acquisition Analysis, Budgets, Schedules and Pro formas
- Responsibilities included:
  - Land Acquisition research and analysis to help determine profit potential
  - Land Acquisition Pro formas
  - Coordination and Management of Engineering Documents, Entitlements and schedules
  - Value Engineering of each facet of construction for Land Development
  - Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
  - Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
  - Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
  - Bond exoneration and utility refund analysis in order to close out jobs and budgets
  - Bi-party and Tri-party contract and budget management
  - Training and protocol development for Forward Planning, Land Development Management and Field Operations

CVL Consultants, Inc

Senior Project Manager ***6/2002 through 4/2004***

- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Improvement Plans Production and all relevant reports as well as Final Maps
- Project Scheduling and Client Liaison
- Contract and Extra Origination and Contract Management

Civiltec, Inc

Project Manager ***3/1996 through 6/2002***

- Project Design and Coordination
- Tentative Map, Site Planning and Layout, Site Calc'ing and Zoning
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology
- Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Client/Architect Coordination and correspondence
- Final Mapping

At Home Mom ***2/1993 through 3/1996***

L.R. Nelson, Inc

Project Manager ***2/1991 through 2/1993***

- Project Design and Coordination
- Site Layout, Planning and Calculating
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology and some Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Construction Management in conjunction with Architect for 2 High Schools
- Client/Architect Coordination and correspondence

E. S. I.

Project Designer ***2/1989 through 2/1991***

- Project Design and Coordination
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology, some Storm Drain Calcs

L.R. Nelson, Inc

Designer ***7/1987 through 2/1989***

S. E. A.
Drafter ***9/1985 through 7/1987***

J. M. Montgomery Engineers
Drafter and Runner ***9/1983 through 9/1985***

Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

Relevant Design Projects

- *Mountain Falls South Master plan Residential Community, Pahrump*
- *First International Bank, Pahrump*
- *Spring Mt. Motorsports Park, Microtel, Pahrump*
- *Wheeler Pass RV Park, Pahrump*
- *Sanders Winery, Pahrump*
- *Gateway Master plan, Pahrump*
- *Duck Creek Apts*
- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

Education

University of Nevada, Las Vegas
Civil Engineering Major

Certifications / License

State Of Nevada
Professional Engineering License 18277

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Paul R. Wassgren

Home Street Address: 11836 Arenoso Drive

City: Las Vegas **ZIP Code:** 89138

Work Street Address: 300 S. 4th Street, Suite 1400

City: Las Vegas **ZIP Code:** 89101

Employer: Fennemore Craig, P.C **Occupation:** Attorney

Home Phone Number: None **Work Phone Number:** (702) 692-8009

Other Phone Number: (617) 461-4061 **Email Address:** pwassgren@fclaw.com

Please list the boards, commissions, or committees that you are interested in serving on:

Historic Preservation Commission

Las Vegas - Clark County Library District Board of Trustees

For office use only

CLV Y ✓ N ___

Ward 2

Date 4/13/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

None

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Having served as a transactional attorney in Las Vegas for four years, I have developed strong ties to the community, and wish to volunteer more of my time to the City. I hold three degrees from Oxford University, and am uniquely equipped to participate in the City's strategic decision-making, drawing upon my academic and professional credentials in economics, law and management.

A detailed resume is attached for your further reference.

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

FENNEMORE CRAIG, P.C.

Suite 1400 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 692-8000

Paul R. Wassgren, Esq.
Direct Phone: (702) 692-8009
Direct Fax: (702) 692-8069
pwassgre@fclaw.com

Law Offices
Phoenix (602) 916-5000
Tucson (520) 879-6800
Nogales (520) 281-3480
Las Vegas (702) 692-8000
Denver (303) 291-3200

April 8, 2009

VIA FACSIMILE: (702) 382-4803 AND US MAIL

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Dear Sir or Madame:

Enclosed please find my application for the City of Las Vegas Historic Preservation Commission and Las Vegas – Clark County Library District Board of Trustees.

After speaking with Mayor Goodman at the recent *Las Vegas Business Press* Rising Stars award ceremony, I look forward to volunteering more of my time to the City.

Please contact me if you require any additional information.

Thank you.

Sincerely,

FENNEMORE CRAIG, P.C.

Paul R. Wassgren, Esq.

RECEIVED
CITY CLERK
2009 APR 10 P 4:32

PWAS/ng

58588.1/99502.029

2009 APR 10 P 4:32
CLERK



Paul R. Wassgren

(702) 692-8009
pwassgren@fclaw.com

Mr. Wassgren practices in the areas of securities, finance, mergers and acquisitions and general corporate law. His clients range in size from individual entrepreneurs to publicly traded multinational corporations. Prior to practicing, Mr. Wassgren worked in the securities industry and for biotechnology research and development companies, with an emphasis on new business development.

Representative Transactions

- Represented the seller of approximately 48 acres of improved real property in southern Nevada to a national homebuilder in consideration for $135 million.
- Advised on and structured financing for the construction of a high-technology business park in Las Vegas consisting of four buildings totaling approximately 140,000 square feet.
- Structured a growing Las Vegas-based business-to-consumer internet business with annual revenue of approximately $1 million.
- Advised on and structured the tax-free acquisition of business entities in the State of Nevada and the State of California valued collectively at approximately $10 million through a series of reverse triangular mergers under Section 368(a) of the Internal Revenue Code, as amended.
- Represented a public healthcare company in connection with a $407 million secured debt refinancing and the transfer of a $175 million unsecured note.
- Prepared private placement memoranda in connection with equity and convertible debt offerings totaling approximately $8 million to expand the operations of a biotechnology research and development company in the western U.S. and China.
- Represented a developer in connection with two private placements of securities to fund the construction of vacation properties in Cabo San Lucas, Mexico, and the acquisition of real property in Belize.
- Represented a private corporation in a dispute with dissenting shareholders and forced the redemption of stock in order to elect Subchapter S tax treatment following the sale of real property in California resulting in a $45 million capital gain.
- Negotiated and drafted a debt restructuring agreement involving preferred and common equity, senior and subordinated debt and convertible debt investors valued at approximately $12 million.

- Negotiated corporate income and sales tax settlement agreements with 35 U.S. jurisdictions on behalf of a corporate client from Australia.
- Served as counsel to a public company in a $6 million P.I.P.E. transaction.
- Represented a private entity in connection with equity financing to develop and market a newly patented medical device.
- Prepared a private placement memorandum for a $3.8 million equity offering to develop a commercial office park in San Antonio, Texas.
- Drafted opinions of counsel in connection with the registration and sale of $11.2 million in equity securities in a secondary offering.

Practice Areas

- Business and Finance
- Mergers and Acquisitions
- Securities Regulation

Professional and Community Activities

- Member, State Bar of Nevada
- Member, State Bar of California
- Nevada Development Authority
- Las Vegas Chamber of Commerce
- Member, Oxford Business Alumni

Admissions

- California, 2005
- Nevada, 2004

Education and Honors

- M.A. Honours, Oxford University, 2008
- M.B.A., Oxford University, 2003
- B.A. Honours in Jurisprudence, Oxford University, 2003
- B.A. in Economics, Valedictorian and summa cum laude, Pepperdine University, 1997

RECEIVED
CITY CLERK

2009 JUN 15 A 10:50

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Marla Frederick

Home Street Address: 1056 Bracken Ave.

City: Las Vegas **ZIP Code:** 89104

Work Street Address: 4570 S Eastern Ave #28

City: Las Vegas **ZIP Code:** 89119

Employer: Floyd Skeen & Kelly **Occupation:** Attorney

Home Phone Number: 702-265-3948 **Work Phone Number:** (702) 755-8574

Other Phone Number: _____ **Email Address:** marlafrederick@yahoo.com

Please list the boards, commissions, or committees that you are interested in serving on:

Any, although I have a particular interest in downtown redevelopment, conservation, historic preservation

Historic Preservation Commission
Senior Citizen Law Project Adv. Bd
Youth Neighborhood Assn Ptnrship Program Grant Review Bd

For office use only
CLV Y ✓ N ___
Ward 3
Date 6/15/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

N/A

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I have an interest in improving my community,
I keep up on current events and politics,
I have excellent analytical and communication skills,
I form educated opinions after hearing both sides of a story.

Please list any of your relatives or friends that work for the entity in which you would be serving:

N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Marla R. Frederick
1056 Bracken Avenue
Las Vegas, NV 89104
(702) 265-3948
marlafrederick@yahoo.com

PROFESSIONAL LICENSES: Member of NV, WI, and MA State Bars

EDUCATION: University of Wisconsin Law School
- Earned J.D. degree in May, 2001
- Senior Editor/Writer of Wisconsin Environmental Law Journal

Plattsburgh State University of New York
- Graduated *cum laude* with a B.A. in Environmental Science, May, 1995
- Member of the Honors Program

LEGAL WORK EXPERIENCE:

11/08-present **Floyd Skeren & Kelly – Las Vegas, NV**
Associate
- Defend corporations and individuals in workers' compensation and general liability litigation

9/06 – present **Wolfenzon Schulman & Ryan – Las Vegas, NV**
Associate
- Defend corporations and individuals in workers' compensation and general liability litigation

5/03 – 8/06 **Shook & Stone, Chtd. – Las Vegas, NV**
Associate
- Performed all stages of personal injury practice on behalf of plaintiffs, including client intake, negotiations, arbitration hearings, and mediations

5/00 – 8/00 **United States Attorney's Office – Madison, WI**
Law Clerk
- Researched and analyzed legal issues
- Drafted motions and briefs for both the criminal and civil divisions.

8/99 – 7/00 **Wisconsin Supreme Court – Madison, WI**
Legal Intern for Justice Diane Sykes
- Drafted bench memoranda for use by Supreme Court justices

OTHER WORK EXPERIENCE:

10/01 – 3/03 **Massachusetts General Hospital – Boston, MA**
Medical Technologist

7/99 – 5/01 **Covance Laboratories, Inc. – Madison, WI**
Laboratory Analyst/Chemist for the Food and Drug division

RECEIVED
CITY CLERK

2009 SEP -1 A 10:44

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Thomas Boley, Esq.

Home Street Address: 11946 Giles St.

City: Las Vegas NV **ZIP Code:** 89183

Work Street Address: 1100 Bridger Ave

City: Las Vegas **ZIP Code:** 89101

Employer: Thorndal Armstrong **Occupation:** Attorney

Home Phone Number: 702-917-5614 **Work Phone Number:** 702-366-0622

Other Phone Number: N/A **Email Address:** tboley@thorndal.com

Please list the boards, commissions, or committees that you are interested in serving on:

- Community Development Recommending Board; ~~Planning Commission~~
- Citizen Review Board; Parks and Recreation Advisory Commission
- Any other available committees for which I am qualified

Animal Advisory Board
Arts Commission
Downtown Design Review Comm
Historic Preservation

For office use only	
CLV	Y ___ N ✓
Ward	N/A County
Date	9/1/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Student Bar Association in law school

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

My undergraduate degree is in community economic development. I worked for the Greater Cedar Valley Alliance, which was an economic development organization in Waterloo, Iowa. As an attorney, I am familiar with government and procedures of public commissions

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

THOMAS D. BOLEY, ESQ.

11946 Giles Street • Las Vegas, NV 89183 • (702) 917-5614
thomasdboley@gmail.com

PROFESSIONAL LEGAL EXPERIENCE

Thorndal, Armstrong, Delk, Balkenbush & Eisinger, P.C. October 2008 – Present
Las Vegas, NV
Associate Attorney

- Represent clients in civil cases from initiation to resolution in personal injury defense, bad faith, contract disputes, construction defects, and family law matters
- Participate in arbitration hearings, mediations, and settlement conferences
- Draft and argue motions regarding summary judgment, requests to dismiss, motions in limine, reconsiderations, discovery disputes, contract interpretation, and other pertinent evidentiary and liability matters
- Conduct depositions of parties and relevant witnesses, including expert witnesses
- Oversee all pertinent communications with clients and opposing parties

Thorndal, Armstrong, Delk, Balkenbush & Eisinger, P.C. May 2007 – August 2007
Las Vegas, NV May 2008 – October 2008
Law Clerk

- Drafted motions, pleadings, and other related legal documents for construction defect and personal injury defense matters
- Drafted correspondence and conducted various communications between parties, clients, and insurance companies
- Researched and prepared memoranda on factual and legal issues regarding construction defect and personal injury cases, including findings on liability and civil procedure
- Attended depositions, mediations, and special master hearings

Polk County Attorney August 2007 – December 2007
Des Moines, IA
Student Prosecutor

- Drafted Legal Documents and assisted in prosecuting of criminal cases
- Prosecuted misdemeanor offenses and traffic tickets

Drake Legal Clinic
Des Moines, IA
Student Attorney – General Civil Practice January 2007 – May 2007

- Represented clients in civil matter such as adoptions, marriage, dissolutions, child custody and support, consumer protection, and domestic abuse
- Drafted all types of legal documents including petitions, motions, and notices
- Participated in pretrial conferences, trials, and mediations
- Performed in-depth legal research on issues to be presented at hearings

Thomson Reuters
Des Moines, IA
Westlaw Student Representative August 2006 – May 2008

- Marketed Westlaw products to Drake Law students
- Managed questions and complaints about Westlaw products
- Held Westlaw training sessions to educate students about Westlaw
- Managed equipment and computer hardware

Des Moines Homebuilder's Association
Des Moines, IA
Law Clerk May 2006 – August 2006

- Served as liaison between the city governments and the homebuilders' association
- Performed legal research on local and international building codes
- Monitored the status of local ordinances that affect homebuilding

LICENSURES

State Bar of Nevada – October 2008
United States District Court for the District of Nevada – January 2009
United States Court of Appeals for the Ninth Circuit – January 2009

RECENT CLEs

Representing Child Victims of Abuse & Neglect – 3.0 credits
Basics of Family Law – 3.0 credits
Slips, Trips, and Falls – 2.0 credits

LEGAL EDUCATION

Drake University Law School Des Moines, IA
Juris Doctor May 2008
GPA: 3.16 – *With Honors*

Certificate in Litigation and Dispute Resolution:

- The Drake University Law School, a pioneer in the training of trial lawyers, offers a demanding certificate program in litigation for selected students who commit to specializing in litigation. The certificate involves three years of advanced coursework and courtroom training, including real-world and mock court experiences. The program includes coursework in both trial and pre-trial advocacy.

Certificate in Constitutional Law and Civil Rights:

- The Drake Constitutional Law Center is one of only four constitutional law programs established by the U.S. Congress. This certificate program builds on Drake Law School's longstanding commitment to research and symposia in these areas through the Drake Constitutional Law Center.

Honors:
United Methodist Scholarship (2005-2008)
Dean's List (Fall 2005 – Spring 2008)
JD Conferred With Honors (June 2008)
Dean's Service Award (Fall 2007)

RESEARCH AND WRITING

Drake Legal Research And Writing: The Drake research and writing curriculum is an intense training program designed to establish proficiency in the areas of research, analysis and writing. This rigorous program consists of weekly lectures from professors, practicing attorneys and judges, small group discussions and Lexis/Westlaw computer lab work. Drake also requires an advanced writing class, in a topic of a student's choice, where the student performs in-depth research and produces a final legal writing project.

Other Activities:

- Delta Theta Phi Law Fraternity - At-large representative 06-07; Bailiff 07-08
- Drake Law Student Bar Association Representative - Class of 2008
- Drake University Senate Law School Representative – Spring 2007
- Alternative Dispute Resolution Society – President 07-08; Treasurer 06-07
- Moot Court Team – Negotiations
- Moot Court Team – Mediation

UNDERGRADUATE EDUCATION

University of Northern Iowa College of Business Administration — Cedar Falls, IA
Bachelor of Arts, Economics - Magna Cum Laude — May 2005

REFERENCES

Benjamin Miller, Esq.
Associate Attorney
Rands, South & Gardner
1055 Whitney Ranch Drive, Suite 220
Henderson, NV 89104

Evan D. Schwab, Esq.
Associate Attorney
Barker & Washburn Law Firm
3110 Rainbow Blvd., Suite 105
Las Vegas, NV 89146

Prof. James A. Albert, Esq.
Professor of Law
Cartwright Hall
Des Moines, IA 50311
(515) 271-2061

Mary Walsh, Esq.
Thomson/West Academic Account Manager
10210 Hickory Lane
Urbandale, IA 50322
(515) 971-5486

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
FORWARDED to Full Council at 11/18/2009 City Council meeting with no recommendation pursuant to the 11/3/2009 Recommending Committee.

First Reading – 10/21/2009; First Publication – 11/6/2009

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.

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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.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

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.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

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.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
NEW BILL:

Bill No. 2009-48 – Adopts the 2009 Edition of the International Energy Conservation Code, along with amendments thereto. Proposed by: Christopher Knight, Director of Building and Safety

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2009 Edition of the International Energy Conservation Code, together with amendments agreed upon by local governments within the Southern Nevada area. Adoption of this Code is consistent with new State legislation on the subject. In addition, local governments that have adopted this Code by the middle of December will enjoy a preference for energy retrofit grants available under the American Recovery and Reinvestment Act of 2009.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2009-48

BILL NO. 2009-48

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2009 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, ALONG WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Christopher Knight, Director of Building and Safety

Summary: Adopts the 2009 Edition of the International Energy Conservation Code, along with amendments thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 52, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.52.010: Those certain documents, three copies of which are on file in the Office of the City Clerk and are designated as follows, are adopted by reference as if set forth herein in full:

(A) The publication entitled **[**"International Energy Conservation Code, 2006 Edition,"**]** "International Energy Conservation Code, 2009 Edition," as published by the International Code Council, as Part 1 of this Chapter; and

(B) The document entitled **[**"Southern Nevada Amendments to the 2006 International Energy Conservation Code,"**]** "Southern Nevada Amendments to the 2009 International Energy Conservation Code," which adds to, deletes from and amends the **[**"International Energy Conservation Code, 2003 Edition,"**]** "International Energy Conservation Code, 2009 Edition," as Part 2 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2009 International Energy Conservation Code," referred to in Section 1 of this Ordinance, is attached hereto.

SECTION 3: The documents entitled "International Energy Conservation Code, 2006 Edition" and "Southern Nevada Amendments to the 2006 International Energy Conservation Code," are hereby repealed.

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: 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 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Valstead 11-5-09
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



Southern Nevada Building Officials
c/o City of Henderson
Building & Fire Safety Dept
240 Water Street
Henderson, NV 89015

Phone: 702-267-3611
Fax: 702-267-3605
Email: Michael.Bouse@cityofhenderson.com

MEMBERS

Michael Bouse, Chair
City of Henderson

Greg Blackburn
City of North Las Vegas

Ron Nybo
City of Boulder City

Ron Lynn
Clark County

Kurt Sawyer
City of Mesquite

Brent Steed
Pahrump Regional
Planning District
(Nye County)

Chris Knight
City of Las Vegas

Lisa Conner
Clark County School District

Southern Nevada Amendments To The 2009 International Energy Conservation Code

Chapter 1: Administration

101.1 Title

Revise Section 101.1 Title, as follows:

101.1 Title. This code shall be known as the *International Energy Conservation Code of Southern Nevada*, and shall be cited as such. It is referred to herein as "this code".

101.4.3 Additions, alterations, renovations or repairs.

Revise Section 101.4.3, Exceptions 2, 3 and 9, as follows:

101.4.3 Additions, alterations, renovations or repairs. Additions, alterations renovations or repairs to an existing building, building system or portion thereof shall conform to the provisions of this code as they relate to new construction without requiring the unaltered portions of the existing building or building system to comply with this code. Additions, alterations, renovations or repairs shall not create an unsafe or hazardous condition or overload existing building systems. The addition shall be deemed to comply with this code if the addition alone complies or if the existing building and addition comply with this code as a single building.

Exceptions: The following need not comply provided the energy use of the building is not increased:

1. Storm windows installed over existing fenestrations.

2. Glass only replacements in an existing sash and frame. Glass must meet or exceed the same U-value and SHGC of the glass being replaced. If U-value and SHGC of glass cannot be determined, the minimum prescriptive values of Tables 402.1.1 for residential buildings and 502.3 for commercial buildings shall be deemed compliant.

3. Existing ceiling, wall or floor cavities exposed during construction provided that these cavities are filled with insulation. The R-values need not exceed the prescriptive values in Tables 402.1.1 for residential buildings and 502.2(1) for commercial buildings.

4. Construction where the existing roof, wall or floor cavity is not exposed.

5. Reroofing for roofs where neither the sheathing nor the insulation is exposed. Roofs without insulation in the cavity and were the sheathing or insulation is exposed during reroofing shall be insulated either above or below sheathing.
6. Replacement of existing doors that separate *conditioned space* from the exterior shall not require installation of the vestibule or revolving door, provided, however, that an existing vestibule that separates a *conditioned* space from the exterior shall not be removed.

7. Alterations that replace less than 50 percent of the luminaires in a space, provided that such alteration s do not increase the installed interior lighting power.

8. Alterations that replace only the bulb and ballast within the existing luminaries in a space provided that the *alteration* does not increase the installed interior lighting power.

9. Relocations only of existing luminaires within an existing area enclosed by walls or floor to ceiling partitions.

102.1.1 Above Code Programs

Revise Section 102.1.1, Above code programs, as follows:

Section 102.1.1 Above code programs. The Southern Nevada Building Officials shall be permitted to deem a national, state or local energy efficiency program to exceed the efficiency required by this code. Programs seeking approval must submit all requested supporting documentation to the Southern Nevada Building Officials for review. Buildings certified in writing by such an energy efficiency program shall be considered in compliance with this code. The requirements identified as "mandatory" in chapters 4 and 5 of this code, as applicable, shall be met. The list of approved energy efficiency programs, include the following:

- EPA: Energy Star (15% above Code Program)
- EPA: Home Performance with Energy Star for existing home improvements.
- Department of Energy: Builder Challenge (30% above Code Program)
- IRS: Federal Tax Credit (50% above Code Program)
- IRS: Federal Tax Credit for Homeowner Improvements
- Utility Incentive Programs for new homes (15% above Code Program)
- USGBC LEED Green Building Program (15% above Code Program)
- Build it Green (15% above Code Program)
- Build it Green for Existing Home improvements
- SNHBA Green Building Partnership (15% above Code Program)
- Environments for Living (EFL) (15% above Code Program or better)
- City of Las Vegas Green Building Program (15% above Code Program or better)

102.1.1.1 Compliance for residential tract developments. Residential tract developments, consisting of 10 homes or more, shall be deemed in compliance with this code when the following documentation is submitted to the jurisdiction by the developer:

1. Written HERS documentation, certifying compliance with an *approved* energy efficiency program using approved RESNET software
2. A copy of the contractual agreement between the developer and a certified HERS rater to perform all mandatory field testing, sampling protocols and program verifications.
3. Additional documentation as may be deemed necessary by the jurisdiction.

106.1 General

Revise Section 106.1 General, as follows:

Section 106.1 General. The codes and standards referenced in this code shall be those listed in Chapter 6. Where this code refers to other codes not adopted by the jurisdiction, the applicable code adopted by the jurisdiction shall govern. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference.

Chapter 2: Definitions

202 Definitions, AIR BARRIER

Revise Section 202, definition of AIR BARRIER, as follows:

AIR BARRIER. An integral component of the *building thermal envelope* comprised of approved materials that are assembled and joined together to support in-contact insulating materials on one or more of its surfaces and to provide a barrier to air leakage through the building envelope. An air barrier may be comprised of, but not limited to, the exterior siding, exterior lath and stucco, rigid insulation board, exterior sheathing and sub-sheathing, water proof substrate with tiles, masonry walls, roof sheathing and drywall between conditioned and unconditioned spaces.

Revise Section 202, definition of BUILDING THERMAL ENVELOPE, as follows:

BUILDING THERMAL ENVELOPE. The basement walls, exterior walls, floor, roof and any other building air barrier element(s) that enclose *conditioned space.* This boundary also includes the air barrier between *conditioned space* and any exempt or unconditioned space.

Revise Section 202, by adding a new definition of CASINO, as follows:

CASINO. A business with a Non-restricted Gaming License from the Nevada Gaming Commission and State Gaming Control Board. It includes the gaming area(s) as well as the adjacent areas within the building envelope.

Revise Section 202 by adding a new definition for CASINO GAMING AREA, as follows:

CASINO GAMING AREA. The space within a *casino* wherein gaming is conducted. The gaming area shall also include accessory uses within the same room(s) as, or substantially open to the gaming floor(s). Such areas shall include, but not be limited to lobbies, balconies, public circulation areas, assembly areas, restaurants, bars, lounges, food courts, retail spaces, mezzanines, convention pre-function areas, cashiers' cages, players' clubs, customer support, conservatories and promenades that share the same atmosphere, spillover lighting and theme lighting with the adjacent gaming floor area..
For accessory areas situated on the perimeter of the gaming floor to be considered substantially open, the wall(s) or partition(s) separating an accessory space from the gaming area must be a minimum of 50% open, as measured from the interior side of the accessory space, with no doors, windows and other obstructions, other than roll up security grills, installed within the opening.

Revise Section 202, by revising the definition of CONDITIONED SPACE, as follows:

CONDITIONED SPACE. An area or room within the building thermal envelope being heated or cooled, containing un-insulated ducts, or with a fixed opening directly into an adjacent *conditioned space.*
An attic shall be considered conditioned space if the roof sheathing is constructed as the air barrier, with all insulation installed in direct contact with it, all exterior ventilation is eliminated and the space, including all eave framing and pipe and flue penetrations through the air barrier are tightly sealed to prevent exterior air infiltration.

Revise Section 202, by adding a new definition of INSULATION (THERMAL), as follows:

INSULATION (THERMAL). A component of the thermal energy envelope comprised of any approved material installed in substantially direct contact to either side of the air barrier that provides measurable thermal resistance (R-value) to heat flow to or from a conditioned space to which it bounds.

Revise Section 202 Definitions, by adding a new definition of LIGHTING, THEATRICAL, as follows:

LIGHTING, THEATRICAL. Lighting used to directly or indirectly illuminate performance areas, dance floors, and visual features in themed or theatrical environments. Theatrical Lighting shall include, but not be limited to: strobe lights, automated luminaries (intelligent lighting), effects projectors, lasers, and ultraviolet (UV) fixtures. In order to qualify as Theatrical Lighting, the lighting must be controlled separately from general illumination.

Revise Section 202 Definitions, by adding a new definition of LUMINAIRE, as follows:

LUMINAIRE. A complete lighting unit consisting of a light source, such as a lamp or lamps, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source, ballast, or distribute the light. A lampholder itself is not a luminaire.

Revise Section 202 Definitions, by adding a new definition of OCCUPANT SENSOR, LIGHTING, as follows:

OCCUPANT SENSOR (LIGHTING). A device that detects the presence or absence of people within an area and causes lighting to be regulated accordingly. The term "occupant sensor" applies to a device that controls indoor lighting systems. When the device is used to control outdoor lighting systems, it is defined as a motion sensor. This definition also applies to "occupancy sensor" and "occupant-sensing device." When used with a manual device for initial activation, an occupant sensor may be called a "vacancy sensor."

Revise Section 202, Definitions, by adding a new definition of SIGN (SIGNAGE), as follows:

SIGN (SIGNAGE). An interior or exterior lighted device used to impart way-finding, identifications or promotional information to the viewer. Signs include, but are not limited to, business identification, location maps and directories, gaming boards, sports scoreboards, and slot carousel identifiers.

Chapter 3: Climate Zones

301.1 General

Revise Section 301.1 General and add a new Exemption, as follows:

301.1 General. The jurisdictions of the City of Boulder City, the County of Clark County, the Clark County School District, the City of Henderson, the City of Las Vegas, the City of Mesquite and the City of North Las Vegas shall meet the requirements of this code for Climate Zone 3B.

Exception: Areas within these jurisdictions above altitudes of 4000 ft and the Town of Pahrump shall be considered in Climate Zone 5B.

303.1.3 Fenestration product rating.

Revise Section 301.1.3 Fenestration product rating, as follows:

303.1.3 Fenestration product rating. *U*-factors of fenestration products (windows, doors and skylights) shall be determined in accordance with NFRC 100 by an accredited, independent laboratory, and labeled and certified by the manufacturer. Products lacking such a labeled *U*-factor shall be assigned a default *U*-factor from Table 303.1.3(1) or 303.1.3(2), or Table 4 of the 2009 ASHRAE Fundamentals Handbook (with the exclusion of the "glass only" columns).
The solar heat gain coefficient (SHGC) of glazed fenestration products (windows, doors, and skylights) shall be determined in accordance with NFRC 200 by an accredited, independent laboratory and labeled and certified by the manufacturer. Products lacking such a labeled SHCG shall be assigned a default SHGC from Table 303.1.3(3) or from Table 10 of the 2009 ASHRAE Fundamentals Handbook center-of-glazing properties--normal incidence angle 0.00 column only).

NOTE: When the 2009 ASHRAE Fundamentals Handbook simulation tables are used, all information must be provided as prescribed in amended subsections 303.1.3.1 and 303.1.3.2. This amended provision, allowing plans to be submitted to the building department for approval using the ASHRAE simulation tables, will expire after December 31, 2010.

303.1.3 Fenestration Product Rating

Add two (2) new Subsections, 303.1.3.1 Fenestration rating documentation and 303.1.3.2 Construction site rating documentation, as follows:

303.1.3.1 Fenestration rating documentation. All fenestration products to be used in a project must be listed in a fenestration schedule on the approved plans. This schedule shall include all of the following:

1. A list of all fenestrations, including, but not limited to, fixed and operable windows, skylights, sliding, swinging and overhead doors and glass block.
2. The manufacturer and model numbers for all non-default fenestration products, including NFRC CDP numbers.
3. For site-built windows, simulation report reference numbers provided by an NFRC accredited simulation laboratory, for each type of product to be used in the project.
4. The fenestration type, size, quantity, NFRC 100 certified U-factor or default U-factor. (If default U-factor is used, the schedule must also include a description of the key energy-efficiency features that are necessary to achieve that default U-factor.)
5. The solar heat gain coefficient for each fenestration proposed, using either the NFRC 200 certified value or the default value.

303.1.3.2 Construction site rating documentation. In addition to the approved plans described above, the following documentation shall be provided at the construction site prior to inspection of the thermal energy envelope:

1. All NFRC certified factory-built fenestration products shall be labeled with the NFRC certification label. This label is to remain intact on the fenestration unit until inspected by the jurisdiction having authority.

2. For rated site-built fenestration products, there shall be a separate NFRC label certificate for each type of fenestration product used in the project, signed by an independent, NFRC certified inspection agency. The label will display the following information:
   a) The NFRC certification logo.
   b) The name, address and authorized NFRC license number of the approved inspection agency.
   c) The product ratings (U-factor, solar heat gain coefficient and visible light transmittance).
   d) The name, address, and permit number of the project.
   e) The product line information.
   f) The names, addresses and contractors/business license numbers for the suppliers of the frame, the glazing and the contractor.
   g) The printed name and signature of the inspector for the certified inspection agency.

3. For site-built fenestration products where default values were listed on the approved plans, the glazing contractor of record will provide the jurisdiction, a letter on company stationary, containing the following information:
   a) The name, address and permit number of the project.
   b) An itemized list of documentation describing specific components used to construct each type of fenestration.
   c) The signature of the principal owner of the glazing company, attesting to the fact that all products described and documentation submitted were used on that jobsite.
   d) A statement taking full legal and financial responsibility for the correct installation of the fenestration products.
   e) Attached copies of all packing slips for all fenestration components used on the project. This documentation shall bear the job site address or specifically referencing the project.

Chapter 4: Residential Energy Efficiency

401.3 Certificate.

Revise Section 401.3 Certificate, as follows:

401.3 Certificate. A permanently installed certificate approved by the jurisdiction shall be posted on a wall adjacent to the water heater. The certificate shall be completed by the builder or registered design professional. The certificate shall have a heading stating "DO NOT REMOVE" in ½" minimum bold face letters and shall list the predominant R-values of the insulation installed in or on ceiling/roof, walls, foundation (slab, *basement wall*, crawlspace wall and/or floor) and ducts outside conditioned spaces; U-factors for fenestration and the solar heat gain coefficient (SHGC) of fenestration. Where there is more than one value for each component, the certificate shall list the value covering each area or component separately. The certificate shall list the types and efficiencies of heating, cooling and service water heating equipment.

Section. 403.2.2 Sealing (Mandatory)

Revise Section 403.2.2 Sealing (Mandatory), as follows:

403.2.2 Sealing (Mandatory). All ducts, air handler connections at the plenum, filter boxes and building cavities used as ducts shall be sealed. Joints and seams shall comply with the currently adopted mechanical code. Duct assemblies shall be verified for tightness by either of the following methods:

The remainder of this Section remains unchanged

403.4 Circulating hot water systems (Mandatory)

Delete Section 403.4 Circulating hot water systems (Mandatory) in its entirety and replace, as follows:

403.4 Service hot water systems (Mandatory). All service hot water heating systems shall meet the requirements of Sec. 403.4.1 or 403.4.2.

403.4.1 Non-circulating hot water systems. All service hot water piping installed in unconditioned spaces, including under-slab piping, shall be insulated to at least R-2.

403.4.2 Circulating hot water systems. All circulating service hot water piping, including under-slab piping, shall be insulated to at least R-2. Circulating hot water systems shall include an automatic or readily accessible manual switch that can turn off the hot water circulating pump when the system is not used.

401.5 Mechanical ventilation (Mandatory)

Add a new exception to Section 403.5 Mechanical ventilation (Mandatory), as follows:

403.5 Mechanical ventilation (Mandatory). Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

Exception: Where clothes dryer exhaust vents terminate vertically at the roof, back draft dampers are not required.

403.6 Equipment Sizing (Mandatory).

Revise Section 403.6 Equipment Sizing (Mandatory), as follows:

403.6 Equipment sizing (Mandatory). Heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculations methodologies.

405.6.1 Minimum Capabilities.

Revise Section 405.6.1, Item 2, as follows:

2. Calculation of whole-building (as a single zone) sizing for the heating and cooling equipment in the standard reference design residence in accordance with ACCA Manual S based on building loads

calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies.

Chapter 5: Commercial Energy Efficiency

502.4.5 Outdoor air intakes and exhaust openings.

Revise Section 502.4.5, by adding new exceptions 2 through 6, as follows:

502.4.5 Outdoor air intakes and exhaust openings. Stair and elevator shaft vents and other outdoor air intakes and exhaust openings integral to the building envelope shall be equipped with not less than a Class I motorized, leakage-rated damper with a maximum leakage rate of 4 cfm per square foot (6.8 L/s · Cm^2) at 1.0 inch water gauge (w.g.) (250 Pa) when tested in accordance with AMCA 500D.

Exceptions:

1. Gravity (non-motorized) dampers are permitted to be used in buildings less than three stories in height above grade.

2. Supply and exhaust ducts or shafts integral to the smoke management system as required by Sec. 909 of the International Building Code.

3. Type I and Type II fume hoods in commercial kitchens and the make-up air units that are required for the operation of these fume hoods.

4. All vents used for conveying products of combustion.

5. Clothes dryer vents that terminate vertically through a roof.

6. Explosion venting.

503.2.2.1 Demand controlled ventilation.

Revise Section 503.2.2.1 Demand controlled ventilation, as follows:

503.2.5.1 Demand controlled ventilation: Demand control ventilation (DCV) is required for spaces larger than 500 ft^2 (50m^2) and with an average occupant load of 40 people per 1000 ft^2 (93 m^2) of floor area) as established in Table 4-1of the *Uniform Mechanical Code* and served by systems with on or more of the following:

505 Electrical power and lighting systems

Revise the title of Section 505, as follows:

SECTION 505
ELECTRICAL POWER AND LIGHTING SYSTEMS

505.2.1 Interior Lighting Controls

Revise Section 505.2.1 Interior lighting controls, by adding a new exception #3, as follows:

505.2.1 Interior lighting controls. (...)

Exceptions:

3. Normally unoccupied areas, such as restrooms, janitor closets, storage closets and similar spaces, controlled by local occupancy sensors.

505.2.2 Additional Controls.

Revise Section 505.2.2 Additional controls, as follows:

505.2.2 Additional controls. Each area that is required to have a manual control shall have additional controls that meet the requirements of Sections 505.2.2.1, 505.2.2.2, and 505.2.2.3.

505.2.2.3 Daylight zone control.

Revise Section 505.2.2.3 Daylight zone control, as follows:

505.2.2.3 Daylight zone control. Daylight zones, as defined by this code, shall be provided with controls that control the lights independent of general area lighting. Contiguous daylight zones adjacent to vertical fenestration are allowed to be controlled by a single controlling device provided that they do not include zones facing more than two adjacent cardinal orientations (i.e., north, east, south, and west). Daylight zones under skylights more than 15 feet (4572 mm) from the perimeter shall be controlled separately from daylight zones adjacent to vertical fenestration.

Exceptions:

1. Daylight spaces enclosed by walls or ceiling height partitions and containing two or fewer light fixtures are not required to have a separate switch for general area lighting.

2. Where automatic dimming controls are provided for the electric lighting within the daylight zones, no separate manual control for the daylight zone shall be required.

3. In areas where daylight zones overlap, only one control shall be required to control both zones, unless the areas include more than two adjacent cardinal orientations.

505.5.1 Total connected interior lighting power.

Revise Section 505.5.1 by revising exception #7 and adding a new exception #15, as follows:

505.5.1 Total connected interior lighting power. (...)

Exceptions:
(...)
7. Advertising signage or directional signage, including signage for business identification or promotion, location maps and directories, sports or gaming scoreboards, and slot carousel identifiers.
(...)
15. Theme elements in theme/amusement parks and casino gaming areas.

505.6.2 Exterior building lighting power.

Revise Section 505.6.2, by revising exceptions #2 and #8, as follows:

505.6.2 Exterior building lighting power. (...)

Exceptions:

2. Advertising signage or directional signage, including signage for business identification and promotion, location maps and directories, and sports scoreboards;

8. Theme elements in theme/amusement parks and casinos; and

Chapter 6: Reference Standards

Chapter 6: Reference Standards

Revise the reference standards to include the organization ACCA (Air Conditioning Contractors of America) and the following manuals: Manual J and Manual S as follows:

ACCA	Air Conditioning Contractors of America 2800 Shirrlington Road, Suite 300 Arlington, VA 22206

Standard reference number	Title	Referenced in code section number
Manual D--95	Residential Duct Systems	
Manual J--02	Residential Load Calculations—Eight Edition	403.6 amend.
Manual S	Residential Equipment Selection	

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
NEW BILL:

Bill No. 2009-49 – Updates Municipal Code provisions pertaining to the Department of Finance and Business Services. Proposed by: Elizabeth N. Fretwell, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update Municipal Code provisions pertaining to the Department of Finance and Business Services. The update includes the removal of obsolete provisions and the addition of provisions to conform to Charter provisions and to reflect current organization and management.

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. 2009-49
2. Business Impact Statement

BILL NO. 2009-49

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE MUNICIPAL CODE PROVISIONS PERTAINING TO THE DEPARTMENT OF FINANCE AND BUSINESS SERVICES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Elizabeth N. Fretwell, City Manager

Summary: Updates Municipal Code provisions pertaining to the Department of Finance and Business Services.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 18, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.18.010: [Pursuant to the provisions of Section 3.130 of the Charter of the City of Las Vegas, there is hereby created a Department of Financial Management of the City. The head of the Department of Financial Management shall be the director of Financial Management.] Article III of the Charter of the City of Las Vegas requires the City Council to establish a department of financial management, to be headed by a director of financial management. The City Council hereby:

(A) Establishes the Department of Finance and Business Services as the City's department of financial management; and

(B) Designates the City's Chief Financial Officer as the Director of that Department.

SECTION 2: Title 2, Chapter 18, Sections 20 and 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,

invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-5-09
_____
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. 2009-49
(Updates Municipal Code provisions pertaining to the Department of Finance and Business Services)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-49, that would update Municipal Code provisions pertaining to the Department of Finance and Business Services.

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: November 4, 2009

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
NEW BILL:

Bill No. 2009-50 – Authorizes the execution and delivery of a lease purchase agreement and related agreements to effect the financing of a new City Hall proposed to be located in the area bounded by Lewis Avenue, Clark Avenue, Main Street and First Street. Proposed by: Mark R. Vincent, Director of Finance and Business Services.

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorize the execution and delivery of a lease purchase agreement and related agreements to effect the financing of a new City Hall proposed to be located in the area bounded by Lewis Avenue, Clark Avenue, Main Street and First Street. The bill includes recitals, findings and authorizations necessary in order to accomplish the proposed financing.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2009-50

Summary - An ordinance authorizing the execution and delivery of a Lease-Purchase Agreement and related documents and providing other matters relating thereto.

BILL NO. 2009-50
ORDINANCE NO. _____

AN ORDINANCE DESIGNATED BY THE SHORT TITLE "2009 CITY HALL LEASE-PURCHASE AGREEMENT ORDINANCE"; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT AND RELATED AGREEMENTS TO EFFECT THE FINANCING OF A NEW CITY HALL; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN AND PERTAINING TO THE FOREGOING BY THE CITY AND ITS OFFICERS AND EMPLOYEES; AND PROVIDING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "State," respectively) is a political subdivision of the State duly organized and operating as a city under the provisions of Nevada Revised Statutes ("NRS") chapter 268 and an act entitled "AN ACT incorporating the City of Las Vegas in Clark County, Nevada, under a charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, the City proposes to incur financing to finance the acquisition, improvement, and equipment of a new City Hall in the City (the "Project"), to be evidenced by a Lease-Purchase Agreement by and between the City, as Lessee, and PQ Las Vegas, LLC, as Lessor (the "Lease-Purchase Agreement") entered into pursuant to Section 2.145 of the Charter and NRS Sections 350.014, 350.087 through 350.095 and 350.800, pursuant to which the City will lease and may purchase the Project; and

WHEREAS, on February 18, 2009, after a notice of intention to act upon the resolution authorizing the Lease-Purchase Agreement was duly published as required by NRS 350.087, the City Council of the City (the "Council") passed the 2009 City Hall Lease-Purchase Agreement Authorization Resolution which authorized the forwarding of information to the Executive Director of the Department of Taxation for his approval; and

WHEREAS, on April 28, 2009, the City received the approval of the Executive Director of the Department of Taxation and pursuant to a resolution adopted by the Council on

June 17, 2009, such approval was recorded in the minutes of the Council as required by NRS 350.089; and

WHEREAS, pursuant to a resolution adopted by on January 7, 2009, the Council made a finding that, based on the revenue study presented to the Council, no increase in the rate of ad valorem tax is anticipated to be necessary for the payment of rent under the Lease-Purchase Agreement and requested the approval of the Clark County Debt Management of the City's proposal to execute and deliver the Lease-Purchase Agreement; and

WHEREAS, pursuant to a resolution adopted on February 13, 2009, the Clark County Debt Management Commission approved the City's proposal to execute and deliver the Lease-Purchase Agreement; and

WHEREAS, in order to finance the costs of the Project, there will be executed and delivered Certificates of Participation in the right to receive rentals and other revenues from the City under the Lease-Purchase Agreement (the "Certificates") pursuant to an Indenture of Trust dated as of December 1, 2009 by and between U.S. Bank National Association (the "Trustee") and City (the "Indenture"); and

WHEREAS, in addition to the Indenture and the Lease-Purchase Agreement, there have been filed with the City Clerk forms of the following documents to be executed and delivered in connection with the Certificates: (i) the City Hall Development Agreement dated December 17, 2009 by and between the City and QH Las Vegas, LLC (the "Development Agreement"); (ii) the Sub-Ground Lease dated December 17, 2009 by and between the City and QH Las Vegas, LLC (the "Sub-Ground Lease"); (iii) the Acknowledgment and Recognition Agreement by and among QH Las Vegas, LLC, PQ Las Vegas, LLC, and the City (the "Acknowledgment Agreement"); (iv) the Preliminary Official Statement for the Certificates (the "Preliminary Official Statement"); (v) the Continuing Disclosure Certificate to be executed by the City in connection with the execution and delivery of the Certificates (the "Disclosure Certificate"); (vi) the Certificate Purchase Agreement dated December 2, 2009 (the "Certificate Purchase Agreement") between the City and Stone & Youngberg, LLC, as representative (the "Representative") for itself, Citigroup Global Markets Inc. and Siebert Brandford Shank Co. LLC (collectively, the "Underwriters"); (vii) the Deed of Trust dated December 17, 2009 to be executed by the City in favor of First American Title Insurance Company for the benefit of the

Trustee in its capacity as trustee under the Indenture; and (viii) the Completion Guarantee dated December 17, 2009 to be executed by Forest City Enterprises, Inc. in favor of the City.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "2009 City Hall Lease-Purchase Agreement Ordinance" (this "Ordinance").

SECTION 2. Ratification. All action heretofore taken by the Council and the officers and employees of the City taken with respect to or related to the Project and toward the execution and delivery of the Lease-Purchase Agreement, the other documents referred to in the recitals hereof, and the Certificates is ratified, approved and confirmed.

SECTION 3. Approval of Documents. The forms of the Lease-Purchase Agreement, Indenture, Development Agreement, Sub-Ground Lease, Acknowledgment Agreement, Disclosure Certificate, Certificate Purchase Agreement, Deed of Trust, and Completion Guarantee which are on file with the City Clerk are hereby approved. The City shall enter into and perform its obligations under the Lease-Purchase Agreement, Indenture, Development Agreement, Sub-Ground Lease, Acknowledgment Agreement, Disclosure Certificate, Certificate Purchase Agreement, and Deed of Trust in substantially the forms of such documents on file with the City Clerk, with only such changes therein as are required by the circumstances and are not inconsistent herewith. The officers of the City are hereby authorized and directed to execute and deliver such documents as required hereby.

SECTION 4. Granting of Security Interest under Deed of Trust. Pursuant to the Deed of Trust, the City will convey to First American Title Insurance Company, for the benefit of the Trustee, as trustee for the owners of the Certificates, a security interest in all of the City's right, title and interest under the Sub-Ground Lease, the fee simple interest in the site of the Project, if any, to be acquired by the City in the future, the fee simple interest in the proposed parking garage to be constructed at 500 S. Main Street, and the parcels upon which such parking garage is to be constructed. Pursuant to NRS 350.800, the Council hereby finds and determines that: (a) granting the security interest in the property identified in Deed of Trust, in addition to the security interest in the Project granted under the Lease-Purchase Agreement and moneys on deposit pursuant to the Indenture, will result in lower financing costs to the City; and (b) the value of Project, or the moneys on deposit pursuant the Indenture, as the case may be, and the

property identified in the Deed of Trust does not, at the time the security interest is granted (i.e., the date of executing and delivery of the Certificates), exceed an amount equal to one and one-half times the value of the Project. Such findings and determinations of values by the Council shall be conclusive in the absence of fraud or gross abuse of discretion.

SECTION 5. Officials Statement. The preparation, electronic posting and distribution of the Official Statement in substantially the form of the Preliminary Official Statement relating to the Bonds is hereby authorized. The City's Director of Finance and Business Services and the City Manager are hereby authorized to approve, on behalf of the City, the Official Statement. The execution of the Official Statement by such persons shall be conclusively deemed to evidence the approval of the form and contents thereof by the City. The City's Director of Finance and Business Services is hereby authorized to designate the Preliminary Official Statement as a "nearly final Official Statement" for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

SECTION 6. Delegated Powers. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. The printing of the Certificates, including, without limitation, and if appropriate, a statement of insurance, if any;

B. The execution of such certificates as may be reasonably required by the Underwriter and the City's counsel.

C. The assembly and dissemination of financial and other information concerning the City and the Certificates.

SECTION 7. Implied Repealer. All ordinances, resolution bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolutions, bylaw or order, or part hereof, heretofore repealed.

SECTION 8. Publication. When first proposed, this Ordinance must be read to the Council by title and referred to a committee for consideration, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper, printed,

published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE DESIGNATED BY THE SHORT TITLE "2009 CITY HALL LEASE-PURCHASE AGREEMENT ORDINANCE"; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT AND RELATED AGREEMENTS TO EFFECT THE FINANCING OF A NEW CITY HALL; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN AND PERTAINING TO THE FOREGOING BY THE CITY AND ITS OFFICERS AND EMPLOYEES; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed on the November 18, 2009, and will be considered for adoption at the a regular meeting of the Council of the City of Las Vegas held on December 2, 2009.

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

SECTION 9. Publication After Adoption. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Councilmembers voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper printed, published and having a general circulation in the City, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF ADOPTION OF ORDINANCE)

ORDINANCE NO. __
(of Las Vegas, Nevada)

AN ORDINANCE DESIGNATED BY THE SHORT TITLE "2009 CITY HALL LEASE-PURCHASE AGREEMENT ORDINANCE"; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT AND RELATED AGREEMENTS TO EFFECT THE FINANCING OF A NEW CITY HALL; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN AND PERTAINING TO THE FOREGOING BY THE CITY AND ITS OFFICERS AND EMPLOYEES; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on November 18, 2009, and was passed at the meeting held on December 2, 2009, by the following vote of the Council:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____
Those Absent:	_____

This Ordinance shall be in full force and effect from and after the 6th day of December, 2009, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this December 2, 2009.

Attest:

/s/ Oscar B. Goodman
Mayor

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication)

SECTION 10. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Adopted December 2, 2009.

Oscar B. Goodman, Mayor

Attest:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

Vetted 11-5-09

Deputy City Attorney

This Ordinance shall be in full force and effect from and after the 6th day of December, 2009, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss.**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced on November 18, 2009 and finally adopted and approved on December 2, 2009.

2. The following members of the Council were present at the November 18, 2009 Council meeting:

Mayor: Oscar B. Goodman
Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

Those Absent: _____
_____

3. The foregoing Ordinance was first proposed and read by title to the Council on November 18, 2009, and referred to a committee composed of _____ _____ for recommendation; thereafter said committee reported favorably on said Ordinance on December 2, 2009, which was a regular meeting of said Council; that as said regular meeting, the proposed Ordinance was again read by title to the Council and adopted. The members of the Council were present at the December 2, 2009 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye: Oscar B. Goodman
Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

Those Voting Nay: _____

Those Absent: _____

_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings held on November 18, 2009 and December 2, 2009. Pursuant to NRS 241.020, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the City's website, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

(iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. A copy of such notice so given of the meeting of the Council on November 18, 2009 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on December 2, 2009 is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of the notice of deposit of ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of the adoption of the ordinance is attached to this certificate as Exhibit D.

8. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this December __, 2009.

(SEAL)

City Clerk

EXHIBIT A

(Attach Copy of Notice of November 18, 2009 Meeting)

EXHIBIT B

(Attach Copy of Notice of December 2, 2009 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Deposit of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:
NEW BILL:

Bill No. 2009-51 – Authorizes the City to execute the Fourth Amendment to the Amended and Restated Fremont Street Experience Project Development Agreement to provide terms for the repayment of a portion of the costs incurred by the City of Las Vegas Redevelopment Agency to acquire the Fremont Street Parking Garage. Sponsored by: Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
In 1995 the City executed an Amended and Restated Fremont Street Experience Project Development Agreement relating to the acquisition of the Fremont Street Parking Garage. A number of amendments to that agreement were made in 1998. This bill will authorize the execution of another amendment, which will provide terms for the repayment of a portion of the costs incurred by the City of Las Vegas Redevelopment Agency to acquire the facility. The terms of repayment are based on the findings of an independent audit report issued last year.

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. 2009-51
2. Fourth Amendment to the Amended and Restated Fremont Street Experience Project Development Agreement

BILL NO. 2009-51

ORDINANCE NO. _____

AN ORDINANCE RELATING TO A REDEVELOPMENT PROJECT COMMONLY KNOWN AND REFERRED TO AS THE "FREMONT STREET EXPERIENCE" IN THE DOWNTOWN AREA OF THE CITY, AUTHORIZING THE EXECUTION OF THE FOURTH AMENDMENT TO THE AMENDED AND RESTATED FREMONT STREET EXPERIENCE PROJECT DEVELOPMENT AGREEMENT, AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Authorizes the City to execute the Fourth Amendment to the Amended and Restated Fremont Street Experience Project Development Agreement to provide terms for the repayment of a portion of the costs incurred by the City of Las Vegas Redevelopment Agency to acquire the Fremont Street Parking Garage.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Mayor and the City Clerk are hereby authorized to execute and deliver the Fourth Amendment to the Amended and Restated Fremont Street Experience Project Development Agreement by and amongst the City of Las Vegas, the City of Las Vegas Redevelopment Agency, the Fremont Street Experience Parking Corporation and The Fremont Street Experience Limited Liability Company, a copy of which is attached hereto as Exhibit "A."

SECTION 2: The officers of the City are hereby authorized to do all acts as necessary to effectuate the provisions of this Ordinance.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,

sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-9-09
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, MMC
City Clerk

Exhibit "A"

FOURTH AMENDMENT TO THE AMENDED AND RESTATED FREMONT STREET EXPERIENCE PROJECT DEVELOPMENT AGREEMENT

This Fourth Amendment to the Amended and Restated Fremont Street Experience Project Development Agreement (this "Amendment") is made and executed as of this _____ day of _____, 2009, by and amongst the CITY OF LAS VEGAS, NEVADA (the "City"), a municipal corporation of the State of Nevada, the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency"), formerly known as the City of Las Vegas Downtown Redevelopment Agency, THE FREMONT STREET EXPERIENCE LIMITED LIABILITY COMPANY (the "Company"), a Nevada limited liability company and the FREMONT STREET EXPERIENCE PARKING CORPORATION (the "Corporation"), a Nevada corporation.

W I T N E S S E T H:

WHEREAS, the above-mentioned parties entered into the Fremont Street Experience Project Development Agreement dated October 20, 1993; and the subsequent Amended and Restated Fremont Street Experience Project Development Agreement dated September 27, 1995, as amended on January 12, 1998, May 28, 1998 and August 10, 1998 (collectively the "Agreement"); and

WHEREAS, pursuant to the provisions of the Agreement, the Corporation is obligated to pay the Agency for the costs and related out-of-pocket expenses in excess of $6,400,000 incurred by the Agency in connection with the acquisition of the property commonly known and referred to herein as the "Parking Garage Property;" and

WHEREAS, subsequent to the completion of the acquisition of the Parking Garage Property, an independent audit was commissioned by the parties hereto to ascertain the amount which is due and owing to the Agency by the Corporation in connection with the acquisition of the Parking Garage Property; and

WHEREAS, the finding of the independent audit conducted by Stewart Archibald & Barney, LLP is set forth in that report entitled, to wit: Report on Obligations between the Redevelopment Agency and the Fremont Street Experience dated August 28, 2008; and

WHEREAS, based on the findings of the Report, the parties hereto have come to an agreement as to the final amount of the acquisition costs and out-of-pocket expenses which are due and owing to the Agency by the Corporation.

WHEREAS, the parties hereto desire to amend the Agreement to provide for the terms of repayment by the Corporation of the acquisition costs and out-of-pocket expenses of the Agency in excess of $6,400,000.

NOW, THEREFORE, the parties hereby agree as follows:

1. The capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

2. The parties hereto hereby accept the findings of the independent audit report by the Auditor, Exhibit 1 attached hereto and incorporated herein as a part of this Amendment.

3. For purposes of Section 1.2I of the Agreement, the parties hereto hereby agree that the amount due and owing the Agency as acquisition costs for the Parking Garage Property is $11,131,200. Subject to the terms and conditions precedent of Section 1.2I of this Agreement, and provided net revenues are available for such purpose, the Corporation agrees to repay on a monthly basis, the aforementioned amount according to the repayment schedule, set forth in Exhibit 2 attached hereto and incorporated herein as a part of this Amendment. The Company shall have no obligation to repay the acquisition costs set forth herein.

4. For purposes of Section 1.2I of the Agreement, the parties hereto hereby agree that no monthly net revenues from the Retail Space shall be paid to the Corporation or the Company until the Agency has been fully paid the monthly amount due pursuant to this Agreement, and any deficiency in

such payment shall be added to the amount due the following month. For each month that there exists a deficiency, the Corporation shall provide to the Agency a financial statement of the income and expenses for that month.

5. Save and except as provided herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the City, the Agency, the Company and the Corporation have caused this Amendment to be executed as of _____, 2009.

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

CITY OF LAS VEGAS

_____
By: OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, Secretary

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____
By: OSCAR B. GOODMAN, Chairperson

APPROVED AS TO FORM:

Robert S. Sylvain 11-5-09
Deputy City Attorney Date

THE FREMONT STREET EXPERIENCE LIMITED LIABILITY COMPANY

By: _____
Jeffrey T. Victor, President

FREMONT STREET EXPERIENCE PARKING CORPORATION

By: _____
Jeffrey T. Victor, President

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
CLARK COUNTY)

On this _____day of _____ 2009, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas and as Chairman of the Las Vegas Redevelopment Agency, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

_____
Notary Public

STATE OF NEVADA)
) ss.
CLARK COUNTY)

On this 10th day of November 2009, before me, the undersigned Notary Public in and for said County and State, appeared Jeff Victor, as President of the Fremont Street Experience, LLC, and as President of the Fremont Street Parking Corporation known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.

JoAnn Cobb
Notary Public

EXHIBIT 1

City of Las Vegas Redevelopment Agency

Report on Obligations Between the Redevelopment Agency and the Fremont Street Experience

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

Submitted by:
Stewart Archibald & Barney, LLP

August 28, 2008

Scope:

The **City of Las Vegas, Nevada** (City), the **City of Las Vegas Downtown Redevelopment Agency** (Agency), **The Fremont Street Experience Limited Liability Company** (Company) and the **Fremont Street Experience Parking Corporation** (Corporation) entered into the **Fremont Street Experience Project Development Agreement** and a **Management Agreement Fremont Street Experience Project** on October 20, 1993 in order to develop and operate the area commonly known as the Fremont Street Experience. Over time, there were various amendments and restatements to these original agreements.

Among other things, the various agreements called for the Agency to acquire the "Parking Garage Property" (Property) which would ultimately be developed into a parking garage to be operated by the Corporation. The Company agreed to reimburse the Agency for any and all costs of acquisition in excess of $6,400,000. This report was requested by the Agency to determine the amount of reimbursement owed by the Company to the Agency.

Analysis:

As it relates to the purchase of the Property, Section 1.2 of the **Amended and Restated Fremont Street Experience Project Development Agreement** (PDA) contains the governing language. The various subsections call for the Agency to acquire the Property from its present owners and transfer title to the Corporation by January 15, 1994. Due to legal challenges associated with the condemnation and eminent domain actions taken by the City and the Agency, actual title was not transferred until August 7, 1998.

Section 1.2I governs the cost sharing for the acquisition of the Property. The Agency was to acquire the Property subject to reimbursement from the Corporation for any costs in excess of $6,400,000. If the cost to acquire the Property were less than $6,400,000, the Agency would transfer the difference to the Corporation. The section further notes that:

> *In calculating the cost of acquiring the Parking Garage Property, all out of pocket expenses of the Agency related thereto shall be included, including, without limitation, the cost of purchasing the Parking Garage Property, condemnation awards, all legal fees and expenses, any environmental surveys paid by the Agency or the Corporation pursuant to Section 1.2G*

It goes on to explain how the Agency will be repaid through a very detailed and complex formula governing parking and retail net rental revenues.

In 1998, the Company's Consolidated Financial Statements first record a liability to the Agency of $5,131,200. This amount is discounted based on when it is likely to be paid to a current (as of 1998) amount due of $3,242,370. The face amount of $5,131,200 represents the amount in excess of $6,400,000 that the Corporation is required to reimburse to the Agency.

In 2004, the Company's Consolidated Financial Statements recorded a liability to the Agency of $6,000,000 consisting of a $4,500,000 award for the last parcel and $1,500,000 in associated legal and other costs. This amount is discounted based on when it is likely to be paid to a current (as of 2004) amount due of $1,652,642. The face amount of $6,000,000 represents the additional amount in excess of $6,400,000 that the Corporation is required to reimburse to the Agency.

The amounts listed in the two paragraphs above calculate to a total acquisition cost of the Property of $17,531,200.

Due to document retention practices in place at both the Agency and the Company during those years, the underlying records supporting the figures above were unavailable. Given the financial statement audit process, the reputations of the various accounting firms and the fact that the figures above were recorded contemporaneously with the payments made by the Agency, they represent the best source of determining the amount due to the Agency.

Findings:

The Agency was to be reimbursed for any and all amounts in excess of $6,400,000. Given that total acquisition costs were $17,131,200, the Company owes the Agency the gross sum of $11,131,200. This amount does not bear interest and is payable according to the formulas laid out in Section 1.2I. The Company's Consolidated Financial Statements for 2007 state that cash flow projections for net rental revenues show repayments to the Agency should begin in 2008.

EXHIBIT 2

Compound Period ..... : Monthly

Nominal Annual Rate .... : 4.152 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/01/2008	4,190,270.87	1		
2	Payment	10/01/2008	0.00	15	Monthly	12/01/2009
3	Payment	01/01/2010	57,950.00	88	Monthly	04/01/2017
4	Payment	05/01/2017	31,600.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	09/01/2008				4,190,270.87
1	10/01/2008	0.00	14,498.88	14,498.88-	4,204,769.75
2	11/01/2008	0.00	14,549.05	14,549.05-	4,219,318.80
3	12/01/2008	0.00	14,599.39	14,599.39-	4,233,918.19
2008 Totals		0.00	43,647.32	43,647.32-	
4	01/01/2009	0.00	14,649.91	14,649.91-	4,248,568.10
5	02/01/2009	0.00	14,700.60	14,700.60-	4,263,268.70
6	03/01/2009	0.00	14,751.47	14,751.47-	4,278,020.17
7	04/01/2009	0.00	14,802.51	14,802.51-	4,292,822.68
8	05/01/2009	0.00	14,853.73	14,853.73-	4,307,676.41
9	06/01/2009	0.00	14,905.12	14,905.12-	4,322,581.53
10	07/01/2009	0.00	14,956.70	14,956.70-	4,337,538.23
11	08/01/2009	0.00	15,008.45	15,008.45-	4,352,546.68
12	09/01/2009	0.00	15,060.38	15,060.38-	4,367,607.06
13	10/01/2009	0.00	15,112.49	15,112.49-	4,382,719.55
14	11/01/2009	0.00	15,164.78	15,164.78-	4,397,884.33
15	12/01/2009	0.00	15,217.25	15,217.25-	4,413,101.58
2009 Totals		0.00	179,183.39	179,183.39-	
16	01/01/2010	57,950.00	15,269.91	42,680.09	4,370,421.49
17	02/01/2010	57,950.00	15,122.23	42,827.77	4,327,593.72
18	03/01/2010	57,950.00	14,974.04	42,975.96	4,284,617.76
19	04/01/2010	57,950.00	14,825.34	43,124.66	4,241,493.10
20	05/01/2010	57,950.00	14,676.12	43,273.88	4,198,219.22
21	06/01/2010	57,950.00	14,526.39	43,423.61	4,154,795.61
22	07/01/2010	57,950.00	14,376.13	43,573.87	4,111,221.74
23	08/01/2010	57,950.00	14,225.36	43,724.64	4,067,497.10
24	09/01/2010	57,950.00	14,074.07	43,875.93	4,023,621.17
25	10/01/2010	57,950.00	13,922.25	44,027.75	3,979,593.42
26	11/01/2010	57,950.00	13,769.91	44,180.09	3,935,413.33
27	12/01/2010	57,950.00	13,617.04	44,332.96	3,891,080.37
2010 Totals		695,400.00	173,378.79	522,021.21	

	Date	Payment	Interest	Principal	Balance
28	01/01/2011	57,950.00	13,463.65	44,486.35	3,846,594.02
29	02/01/2011	57,950.00	13,309.72	44,640.28	3,801,953.74
30	03/01/2011	57,950.00	13,155.26	44,794.74	3,757,159.00
31	04/01/2011	57,950.00	13,000.26	44,949.74	3,712,209.26
32	05/01/2011	57,950.00	12,844.73	45,105.27	3,667,103.99
33	06/01/2011	57,950.00	12,688.66	45,261.34	3,621,842.65
34	07/01/2011	57,950.00	12,532.05	45,417.95	3,576,424.70
35	08/01/2011	57,950.00	12,374.90	45,575.10	3,530,849.60
36	09/01/2011	57,950.00	12,217.20	45,732.80	3,485,116.80
37	10/01/2011	57,950.00	12,058.96	45,891.04	3,439,225.76
38	11/01/2011	57,950.00	11,900.17	46,049.83	3,393,175.93
39	12/01/2011	57,950.00	11,740.83	46,209.17	3,346,966.76
2011 Totals		695,400.00	151,286.39	544,113.61	
40	01/01/2012	57,950.00	11,580.94	46,369.06	3,300,597.70
41	02/01/2012	57,950.00	11,420.50	46,529.50	3,254,068.20
42	03/01/2012	57,950.00	11,259.50	46,690.50	3,207,377.70
43	04/01/2012	57,950.00	11,097.95	46,852.05	3,160,525.65
44	05/01/2012	57,950.00	10,935.83	47,014.17	3,113,511.48
45	06/01/2012	57,950.00	10,773.16	47,176.84	3,066,334.64
46	07/01/2012	57,950.00	10,609.92	47,340.08	3,018,994.56
47	08/01/2012	57,950.00	10,446.11	47,503.89	2,971,490.67
48	09/01/2012	57,950.00	10,281.75	47,668.25	2,923,822.42
49	10/01/2012	57,950.00	10,116.81	47,833.19	2,875,989.23
50	11/01/2012	57,950.00	9,951.30	47,998.70	2,827,990.53
51	12/01/2012	57,950.00	9,785.22	48,164.78	2,779,825.75
2012 Totals		695,400.00	128,258.99	567,141.01	
52	01/01/2013	57,950.00	9,618.56	48,331.44	2,731,494.31
53	02/01/2013	57,950.00	9,451.33	48,498.67	2,682,995.64
54	03/01/2013	57,950.00	9,283.51	48,666.49	2,634,329.15
55	04/01/2013	57,950.00	9,115.12	48,834.88	2,585,494.27
56	05/01/2013	57,950.00	8,946.15	49,003.85	2,536,490.42
57	06/01/2013	57,950.00	8,776.59	49,173.41	2,487,317.01
58	07/01/2013	57,950.00	8,606.44	49,343.56	2,437,973.45
59	08/01/2013	57,950.00	8,435.71	49,514.29	2,388,459.16
60	09/01/2013	57,950.00	8,264.38	49,685.62	2,338,773.54
61	10/01/2013	57,950.00	8,092.46	49,857.54	2,288,916.00
62	11/01/2013	57,950.00	7,919.95	50,030.05	2,238,885.95
63	12/01/2013	57,950.00	7,746.84	50,203.16	2,188,682.79
2013 Totals		695,400.00	104,257.04	591,142.96	
64	01/01/2014	57,950.00	7,573.13	50,376.87	2,138,305.92
65	02/01/2014	57,950.00	7,398.82	50,551.18	2,087,754.74
66	03/01/2014	57,950.00	7,223.90	50,726.10	2,037,028.64
67	04/01/2014	57,950.00	7,048.38	50,901.62	1,986,127.02
68	05/01/2014	57,950.00	6,872.26	51,077.74	1,935,049.28
69	06/01/2014	57,950.00	6,695.52	51,254.48	1,883,794.80
70	07/01/2014	57,950.00	6,518.18	51,431.82	1,832,362.98

	Date	Payment	Interest	Principal	Balance
71	08/01/2014	57,950.00	6,340.21	51,609.79	1,780,753.19
72	09/01/2014	57,950.00	6,161.64	51,788.36	1,728,964.83
73	10/01/2014	57,950.00	5,982.44	51,967.56	1,676,997.27
74	11/01/2014	57,950.00	5,802.63	52,147.37	1,624,849.90
75	12/01/2014	57,950.00	5,622.19	52,327.81	1,572,522.09
2014 Totals		695,400.00	79,239.30	616,160.70	
76	01/01/2015	57,950.00	5,441.13	52,508.87	1,520,013.22
77	02/01/2015	57,950.00	5,259.44	52,690.56	1,467,322.66
78	03/01/2015	57,950.00	5,077.13	52,872.87	1,414,449.79
79	04/01/2015	57,950.00	4,894.18	53,055.82	1,361,393.97
80	05/01/2015	57,950.00	4,710.60	53,239.40	1,308,154.57
81	06/01/2015	57,950.00	4,526.39	53,423.61	1,254,730.96
82	07/01/2015	57,950.00	4,341.53	53,608.47	1,201,122.49
83	08/01/2015	57,950.00	4,156.04	53,793.96	1,147,328.53
84	09/01/2015	57,950.00	3,969.91	53,980.09	1,093,348.44
85	10/01/2015	57,950.00	3,783.13	54,166.87	1,039,181.57
86	11/01/2015	57,950.00	3,595.70	54,354.30	984,827.27
87	12/01/2015	57,950.00	3,407.63	54,542.37	930,284.90
2015 Totals		695,400.00	53,162.81	642,237.19	
88	01/01/2016	57,950.00	3,218.91	54,731.09	875,553.81
89	02/01/2016	57,950.00	3,029.53	54,920.47	820,633.34
90	03/01/2016	57,950.00	2,839.50	55,110.50	765,522.84
91	04/01/2016	57,950.00	2,648.81	55,301.19	710,221.65
92	05/01/2016	57,950.00	2,457.46	55,492.54	654,729.11
93	06/01/2016	57,950.00	2,265.45	55,684.55	599,044.56
94	07/01/2016	57,950.00	2,072.77	55,877.23	543,167.33
95	08/01/2016	57,950.00	1,879.43	56,070.57	487,096.76
96	09/01/2016	57,950.00	1,685.42	56,264.58	430,832.18
97	10/01/2016	57,950.00	1,490.74	56,459.26	374,372.92
98	11/01/2016	57,950.00	1,295.38	56,654.62	317,718.30
99	12/01/2016	57,950.00	1,099.35	56,850.65	260,867.65
2016 Totals		695,400.00	25,982.75	669,417.25	
100	01/01/2017	57,950.00	902.64	57,047.36	203,820.29
101	02/01/2017	57,950.00	705.24	57,244.76	146,575.53
102	03/01/2017	57,950.00	507.17	57,442.83	89,132.70
103	04/01/2017	57,950.00	308.41	57,641.59	31,491.11
104	05/01/2017	31,600.00	108.89	31,491.11	0.00
2017 Totals		263,400.00	2,532.35	260,867.65	
Grand Totals		5,131,200.00	940,929.13	4,190,270.87	

Last interest amount decreased by 0.07 due to rounding.

Compound Period ..... : Monthly

Nominal Annual Rate .... : 7.623 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/30/2008	2,270,503.87	1		
2	Payment	10/31/2008	0.00	104	Monthly	05/31/2017
3	Payment	06/30/2017	57,950.00	103	Monthly	12/31/2025
4	Payment	01/31/2026	31,150.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	09/30/2008				2,270,503.87
1	10/31/2008	0.00	14,423.99	14,423.99-	2,284,927.86
2	11/30/2008	0.00	14,515.62	14,515.62-	2,299,443.48
3	12/31/2008	0.00	14,607.84	14,607.84-	2,314,051.32
2008 Totals		0.00	43,547.45	43,547.45-	
4	01/31/2009	0.00	14,700.64	14,700.64-	2,328,751.96
5	02/28/2009	0.00	14,794.03	14,794.03-	2,343,545.99
6	03/31/2009	0.00	14,888.01	14,888.01-	2,358,434.00
7	04/30/2009	0.00	14,982.59	14,982.59-	2,373,416.59
8	05/31/2009	0.00	15,077.77	15,077.77-	2,388,494.36
9	06/30/2009	0.00	15,173.56	15,173.56-	2,403,667.92
10	07/31/2009	0.00	15,269.95	15,269.95-	2,418,937.87
11	08/31/2009	0.00	15,366.96	15,366.96-	2,434,304.83
12	09/30/2009	0.00	15,464.58	15,464.58-	2,449,769.41
13	10/31/2009	0.00	15,562.82	15,562.82-	2,465,332.23
14	11/30/2009	0.00	15,661.69	15,661.69-	2,480,993.92
15	12/31/2009	0.00	15,761.18	15,761.18-	2,496,755.10
2009 Totals		0.00	182,703.78	182,703.78-	
16	01/31/2010	0.00	15,861.31	15,861.31-	2,512,616.41
17	02/28/2010	0.00	15,962.07	15,962.07-	2,528,578.48
18	03/31/2010	0.00	16,063.48	16,063.48-	2,544,641.96
19	04/30/2010	0.00	16,165.53	16,165.53-	2,560,807.49
20	05/31/2010	0.00	16,268.22	16,268.22-	2,577,075.71
21	06/30/2010	0.00	16,371.57	16,371.57-	2,593,447.28
22	07/31/2010	0.00	16,475.57	16,475.57-	2,609,922.85
23	08/31/2010	0.00	16,580.24	16,580.24-	2,626,503.09
24	09/30/2010	0.00	16,685.57	16,685.57-	2,643,188.66
25	10/31/2010	0.00	16,791.57	16,791.57-	2,659,980.23
26	11/30/2010	0.00	16,898.24	16,898.24-	2,676,878.47
27	12/31/2010	0.00	17,005.59	17,005.59-	2,693,884.06
2010 Totals		0.00	197,128.96	197,128.96-	

	Date	Payment	Interest	Principal	Balance
28	01/31/2011	0.00	17,113.63	17,113.63-	2,710,997.69
29	02/28/2011	0.00	17,222.35	17,222.35-	2,728,220.04
30	03/31/2011	0.00	17,331.75	17,331.75-	2,745,551.79
31	04/30/2011	0.00	17,441.86	17,441.86-	2,762,993.65
32	05/31/2011	0.00	17,552.66	17,552.66-	2,780,546.31
33	06/30/2011	0.00	17,664.17	17,664.17-	2,798,210.48
34	07/31/2011	0.00	17,776.39	17,776.39-	2,815,986.87
35	08/31/2011	0.00	17,889.32	17,889.32-	2,833,876.19
36	09/30/2011	0.00	18,002.96	18,002.96-	2,851,879.15
37	10/31/2011	0.00	18,117.33	18,117.33-	2,869,996.48
38	11/30/2011	0.00	18,232.43	18,232.43-	2,888,228.91
39	12/31/2011	0.00	18,348.25	18,348.25-	2,906,577.16
2011 Totals		0.00	212,693.10	212,693.10-	
40	01/31/2012	0.00	18,464.82	18,464.82-	2,925,041.98
41	02/29/2012	0.00	18,582.12	18,582.12-	2,943,624.10
42	03/31/2012	0.00	18,700.17	18,700.17-	2,962,324.27
43	04/30/2012	0.00	18,818.97	18,818.97-	2,981,143.24
44	05/31/2012	0.00	18,938.52	18,938.52-	3,000,081.76
45	06/30/2012	0.00	19,058.83	19,058.83-	3,019,140.59
46	07/31/2012	0.00	19,179.91	19,179.91-	3,038,320.50
47	08/31/2012	0.00	19,301.75	19,301.75-	3,057,622.25
48	09/30/2012	0.00	19,424.37	19,424.37-	3,077,046.62
49	10/31/2012	0.00	19,547.77	19,547.77-	3,096,594.39
50	11/30/2012	0.00	19,671.95	19,671.95-	3,116,266.34
51	12/31/2012	0.00	19,796.92	19,796.92-	3,136,063.26
2012 Totals		0.00	229,486.10	229,486.10-	
52	01/31/2013	0.00	19,922.69	19,922.69-	3,155,985.95
53	02/28/2013	0.00	20,049.25	20,049.25-	3,176,035.20
54	03/31/2013	0.00	20,176.62	20,176.62-	3,196,211.82
55	04/30/2013	0.00	20,304.80	20,304.80-	3,216,516.62
56	05/31/2013	0.00	20,433.79	20,433.79-	3,236,950.41
57	06/30/2013	0.00	20,563.60	20,563.60-	3,257,514.01
58	07/31/2013	0.00	20,694.24	20,694.24-	3,278,208.25
59	08/31/2013	0.00	20,825.70	20,825.70-	3,299,033.95
60	09/30/2013	0.00	20,958.00	20,958.00-	3,319,991.95
61	10/31/2013	0.00	21,091.15	21,091.15-	3,341,083.10
62	11/30/2013	0.00	21,225.13	21,225.13-	3,362,308.23
63	12/31/2013	0.00	21,359.97	21,359.97-	3,383,668.20
2013 Totals		0.00	247,604.94	247,604.94-	
64	01/31/2014	0.00	21,495.67	21,495.67-	3,405,163.87
65	02/28/2014	0.00	21,632.22	21,632.22-	3,426,796.09
66	03/31/2014	0.00	21,769.65	21,769.65-	3,448,565.74
67	04/30/2014	0.00	21,907.95	21,907.95-	3,470,473.69
68	05/31/2014	0.00	22,047.12	22,047.12-	3,492,520.81
69	06/30/2014	0.00	22,187.18	22,187.18-	3,514,707.99
70	07/31/2014	0.00	22,328.13	22,328.13-	3,537,036.12

	Date	Payment	Interest	Principal	Balance
71	08/31/2014	0.00	22,469.98	22,469.98-	3,559,506.10
72	09/30/2014	0.00	22,612.72	22,612.72-	3,582,118.82
73	10/31/2014	0.00	22,756.38	22,756.38-	3,604,875.20
74	11/30/2014	0.00	22,900.94	22,900.94-	3,627,776.14
75	12/31/2014	0.00	23,046.43	23,046.43-	3,650,822.57
2014 Totals		0.00	267,154.37	267,154.37-	
76	01/31/2015	0.00	23,192.84	23,192.84-	3,674,015.41
77	02/28/2015	0.00	23,340.18	23,340.18-	3,697,355.59
78	03/31/2015	0.00	23,488.45	23,488.45-	3,720,844.04
79	04/30/2015	0.00	23,637.67	23,637.67-	3,744,481.71
80	05/31/2015	0.00	23,787.83	23,787.83-	3,768,269.54
81	06/30/2015	0.00	23,938.95	23,938.95-	3,792,208.49
82	07/31/2015	0.00	24,091.03	24,091.03-	3,816,299.52
83	08/31/2015	0.00	24,244.07	24,244.07-	3,840,543.59
84	09/30/2015	0.00	24,398.09	24,398.09-	3,864,941.68
85	10/31/2015	0.00	24,553.09	24,553.09-	3,889,494.77
86	11/30/2015	0.00	24,709.07	24,709.07-	3,914,203.84
87	12/31/2015	0.00	24,866.04	24,866.04-	3,939,069.88
2015 Totals		0.00	288,247.31	288,247.31-	
88	01/31/2016	0.00	25,024.01	25,024.01-	3,964,093.89
89	02/29/2016	0.00	25,182.98	25,182.98-	3,989,276.87
90	03/31/2016	0.00	25,342.96	25,342.96-	4,014,619.83
91	04/30/2016	0.00	25,503.96	25,503.96-	4,040,123.79
92	05/31/2016	0.00	25,665.98	25,665.98-	4,065,789.77
93	06/30/2016	0.00	25,829.03	25,829.03-	4,091,618.80
94	07/31/2016	0.00	25,993.11	25,993.11-	4,117,611.91
95	08/31/2016	0.00	26,158.24	26,158.24-	4,143,770.15
96	09/30/2016	0.00	26,324.42	26,324.42-	4,170,094.57
97	10/31/2016	0.00	26,491.65	26,491.65-	4,196,586.22
98	11/30/2016	0.00	26,659.95	26,659.95-	4,223,246.17
99	12/31/2016	0.00	26,829.31	26,829.31-	4,250,075.48
2016 Totals		0.00	311,005.60	311,005.60-	
100	01/31/2017	0.00	26,999.75	26,999.75-	4,277,075.23
101	02/28/2017	0.00	27,171.28	27,171.28-	4,304,246.51
102	03/31/2017	0.00	27,343.89	27,343.89-	4,331,590.40
103	04/30/2017	0.00	27,517.60	27,517.60-	4,359,108.00
104	05/31/2017	0.00	27,692.41	27,692.41-	4,386,800.41
105	06/30/2017	57,950.00	27,868.33	30,081.67	4,356,718.74
106	07/31/2017	57,950.00	27,677.23	30,272.77	4,326,445.97
107	08/31/2017	57,950.00	27,484.92	30,465.08	4,295,980.89
108	09/30/2017	57,950.00	27,291.38	30,658.62	4,265,322.27
109	10/31/2017	57,950.00	27,096.61	30,853.39	4,234,468.88
110	11/30/2017	57,950.00	26,900.61	31,049.39	4,203,419.49
111	12/31/2017	57,950.00	26,703.36	31,246.64	4,172,172.85
2017 Totals		405,650.00	327,747.37	77,902.63	

	Date	Payment	Interest	Principal	Balance
112	01/31/2018	57,950.00	26,504.85	31,445.15	4,140,727.70
113	02/28/2018	57,950.00	26,305.09	31,644.91	4,109,082.79
114	03/31/2018	57,950.00	26,104.06	31,845.94	4,077,236.85
115	04/30/2018	57,950.00	25,901.75	32,048.25	4,045,188.60
116	05/31/2018	57,950.00	25,698.15	32,251.85	4,012,936.75
117	06/30/2018	57,950.00	25,493.26	32,456.74	3,980,480.01
118	07/31/2018	57,950.00	25,287.07	32,662.93	3,947,817.08
119	08/31/2018	57,950.00	25,079.57	32,870.43	3,914,946.65
120	09/30/2018	57,950.00	24,870.76	33,079.24	3,881,867.41
121	10/31/2018	57,950.00	24,660.61	33,289.39	3,848,578.02
122	11/30/2018	57,950.00	24,449.13	33,500.87	3,815,077.15
123	12/31/2018	57,950.00	24,236.31	33,713.69	3,781,363.46
2018 Totals		695,400.00	304,590.61	390,809.39	
124	01/31/2019	57,950.00	24,022.13	33,927.87	3,747,435.59
125	02/28/2019	57,950.00	23,806.60	34,143.40	3,713,292.19
126	03/31/2019	57,950.00	23,589.69	34,360.31	3,678,931.88
127	04/30/2019	57,950.00	23,371.41	34,578.59	3,644,353.29
128	05/31/2019	57,950.00	23,151.74	34,798.26	3,609,555.03
129	06/30/2019	57,950.00	22,930.67	35,019.33	3,574,535.70
130	07/31/2019	57,950.00	22,708.20	35,241.80	3,539,293.90
131	08/31/2019	57,950.00	22,484.32	35,465.68	3,503,828.22
132	09/30/2019	57,950.00	22,259.02	35,690.98	3,468,137.24
133	10/31/2019	57,950.00	22,032.28	35,917.72	3,432,219.52
134	11/30/2019	57,950.00	21,804.10	36,145.90	3,396,073.62
135	12/31/2019	57,950.00	21,574.48	36,375.52	3,359,698.10
2019 Totals		695,400.00	273,734.64	421,665.36	
136	01/31/2020	57,950.00	21,343.39	36,606.61	3,323,091.49
137	02/29/2020	57,950.00	21,110.84	36,839.16	3,286,252.33
138	03/31/2020	57,950.00	20,876.81	37,073.19	3,249,179.14
139	04/30/2020	57,950.00	20,641.29	37,308.71	3,211,870.43
140	05/31/2020	57,950.00	20,404.27	37,545.73	3,174,324.70
141	06/30/2020	57,950.00	20,165.76	37,784.24	3,136,540.46
142	07/31/2020	57,950.00	19,925.72	38,024.28	3,098,516.18
143	08/31/2020	57,950.00	19,684.16	38,265.84	3,060,250.34
144	09/30/2020	57,950.00	19,441.07	38,508.93	3,021,741.41
145	10/31/2020	57,950.00	19,196.43	38,753.57	2,982,987.84
146	11/30/2020	57,950.00	18,950.24	38,999.76	2,943,988.08
147	12/31/2020	57,950.00	18,702.48	39,247.52	2,904,740.56
2020 Totals		695,400.00	240,442.46	454,957.54	
148	01/31/2021	57,950.00	18,453.15	39,496.85	2,865,243.71
149	02/28/2021	57,950.00	18,202.23	39,747.77	2,825,495.94
150	03/31/2021	57,950.00	17,949.73	40,000.27	2,785,495.67
151	04/30/2021	57,950.00	17,695.61	40,254.39	2,745,241.28
152	05/31/2021	57,950.00	17,439.89	40,510.11	2,704,731.17
153	06/30/2021	57,950.00	17,182.54	40,767.46	2,663,963.71
154	07/31/2021	57,950.00	16,923.55	41,026.45	2,622,937.26

	Date	Payment	Interest	Principal	Balance
155	08/31/2021	57,950.00	16,662.92	41,287.08	2,581,650.18
156	09/30/2021	57,950.00	16,400.63	41,549.37	2,540,100.81
157	10/31/2021	57,950.00	16,136.68	41,813.32	2,498,287.49
158	11/30/2021	57,950.00	15,871.05	42,078.95	2,456,208.54
159	12/31/2021	57,950.00	15,603.73	42,346.27	2,413,862.27
2021 Totals		695,400.00	204,521.71	490,878.29	
160	01/31/2022	57,950.00	15,334.71	42,615.29	2,371,246.98
161	02/28/2022	57,950.00	15,063.99	42,886.01	2,328,360.97
162	03/31/2022	57,950.00	14,791.54	43,158.46	2,285,202.51
163	04/30/2022	57,950.00	14,517.37	43,432.63	2,241,769.88
164	05/31/2022	57,950.00	14,241.45	43,708.55	2,198,061.33
165	06/30/2022	57,950.00	13,963.78	43,986.22	2,154,075.11
166	07/31/2022	57,950.00	13,684.34	44,265.66	2,109,809.45
167	08/31/2022	57,950.00	13,403.13	44,546.87	2,065,262.58
168	09/30/2022	57,950.00	13,120.14	44,829.86	2,020,432.72
169	10/31/2022	57,950.00	12,835.34	45,114.66	1,975,318.06
170	11/30/2022	57,950.00	12,548.74	45,401.26	1,929,916.80
171	12/31/2022	57,950.00	12,260.32	45,689.68	1,884,227.12
2022 Totals		695,400.00	165,764.85	529,635.15	
172	01/31/2023	57,950.00	11,970.06	45,979.94	1,838,247.18
173	02/28/2023	57,950.00	11,677.96	46,272.04	1,791,975.14
174	03/31/2023	57,950.00	11,384.01	46,565.99	1,745,409.15
175	04/30/2023	57,950.00	11,088.18	46,861.82	1,698,547.33
176	05/31/2023	57,950.00	10,790.48	47,159.52	1,651,387.81
177	06/30/2023	57,950.00	10,490.89	47,459.11	1,603,928.70
178	07/31/2023	57,950.00	10,189.39	47,760.61	1,556,168.09
179	08/31/2023	57,950.00	9,885.98	48,064.02	1,508,104.07
180	09/30/2023	57,950.00	9,580.64	48,369.36	1,459,734.71
181	10/31/2023	57,950.00	9,273.36	48,676.64	1,411,058.07
182	11/30/2023	57,950.00	8,964.13	48,985.87	1,362,072.20
183	12/31/2023	57,950.00	8,652.93	49,297.07	1,312,775.13
2023 Totals		695,400.00	123,948.01	571,451.99	
184	01/31/2024	57,950.00	8,339.76	49,610.24	1,263,164.89
185	02/29/2024	57,950.00	8,024.60	49,925.40	1,213,239.49
186	03/31/2024	57,950.00	7,707.43	50,242.57	1,162,996.92
187	04/30/2024	57,950.00	7,388.25	50,561.75	1,112,435.17
188	05/31/2024	57,950.00	7,067.04	50,882.96	1,061,552.21
189	06/30/2024	57,950.00	6,743.80	51,206.20	1,010,346.01
190	07/31/2024	57,950.00	6,418.50	51,531.50	958,814.51
191	08/31/2024	57,950.00	6,091.13	51,858.87	906,955.64
192	09/30/2024	57,950.00	5,761.68	52,188.32	854,767.32
193	10/31/2024	57,950.00	5,430.14	52,519.86	802,247.46
194	11/30/2024	57,950.00	5,096.49	52,853.51	749,393.95
195	12/31/2024	57,950.00	4,760.73	53,189.27	696,204.68
2024 Totals		695,400.00	78,829.55	616,570.45	

	Date	Payment	Interest	Principal	Balance
196	01/31/2025	57,950.00	4,422.83	53,527.17	642,677.51
197	02/28/2025	57,950.00	4,082.78	53,867.22	588,810.29
198	03/31/2025	57,950.00	3,740.58	54,209.42	534,600.87
199	04/30/2025	57,950.00	3,396.20	54,553.80	480,047.07
200	05/31/2025	57,950.00	3,049.63	54,900.37	425,146.70
201	06/30/2025	57,950.00	2,700.86	55,249.14	369,897.56
202	07/31/2025	57,950.00	2,349.87	55,600.13	314,297.43
203	08/31/2025	57,950.00	1,996.66	55,953.34	258,344.09
204	09/30/2025	57,950.00	1,641.20	56,308.80	202,035.29
205	10/31/2025	57,950.00	1,283.48	56,666.52	145,368.77
206	11/30/2025	57,950.00	923.49	57,026.51	88,342.26
207	12/31/2025	57,950.00	561.22	57,388.78	30,953.48
2025 Totals		695,400.00	30,148.80	665,251.20	
208	01/31/2026	31,150.00	196.52	30,953.48	0.00
2026 Totals		31,150.00	196.52	30,953.48	
Grand Totals		6,000,000.00	3,729,496.13	2,270,503.87	

Last interest amount decreased by 0.12 due to rounding.

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 18, 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.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

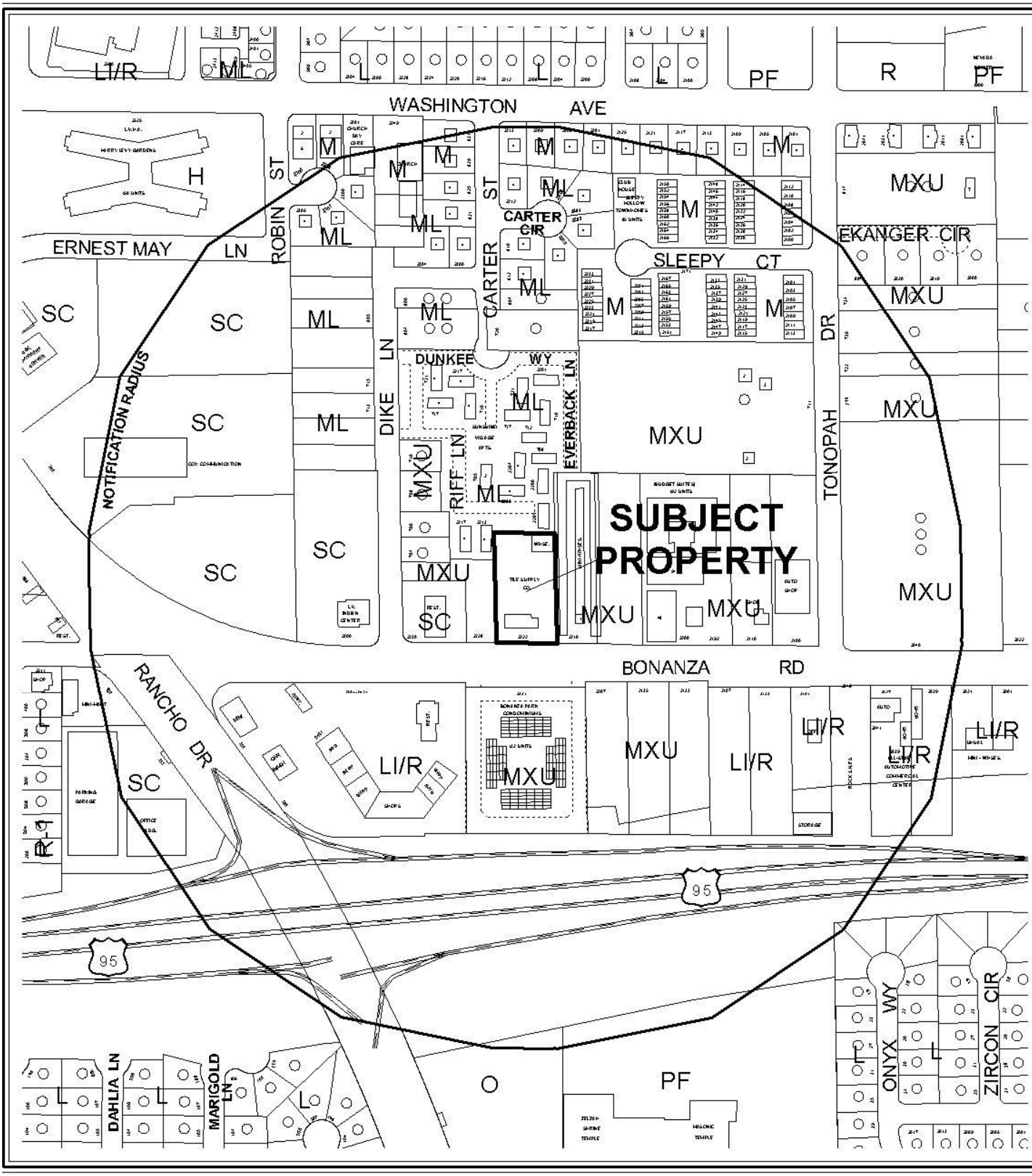
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-34792 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: GEORGE T. LOPEZ - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: MXU (MIXED USE) TO: LI/R (LIGHT INDUSTRY/RESEARCH) on 0.97 acres at 2222 West Bonanza Road (APN 139-29-704-026), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 24, 2009 Planning Commission Meeting Item 6



0 300 600 Feet

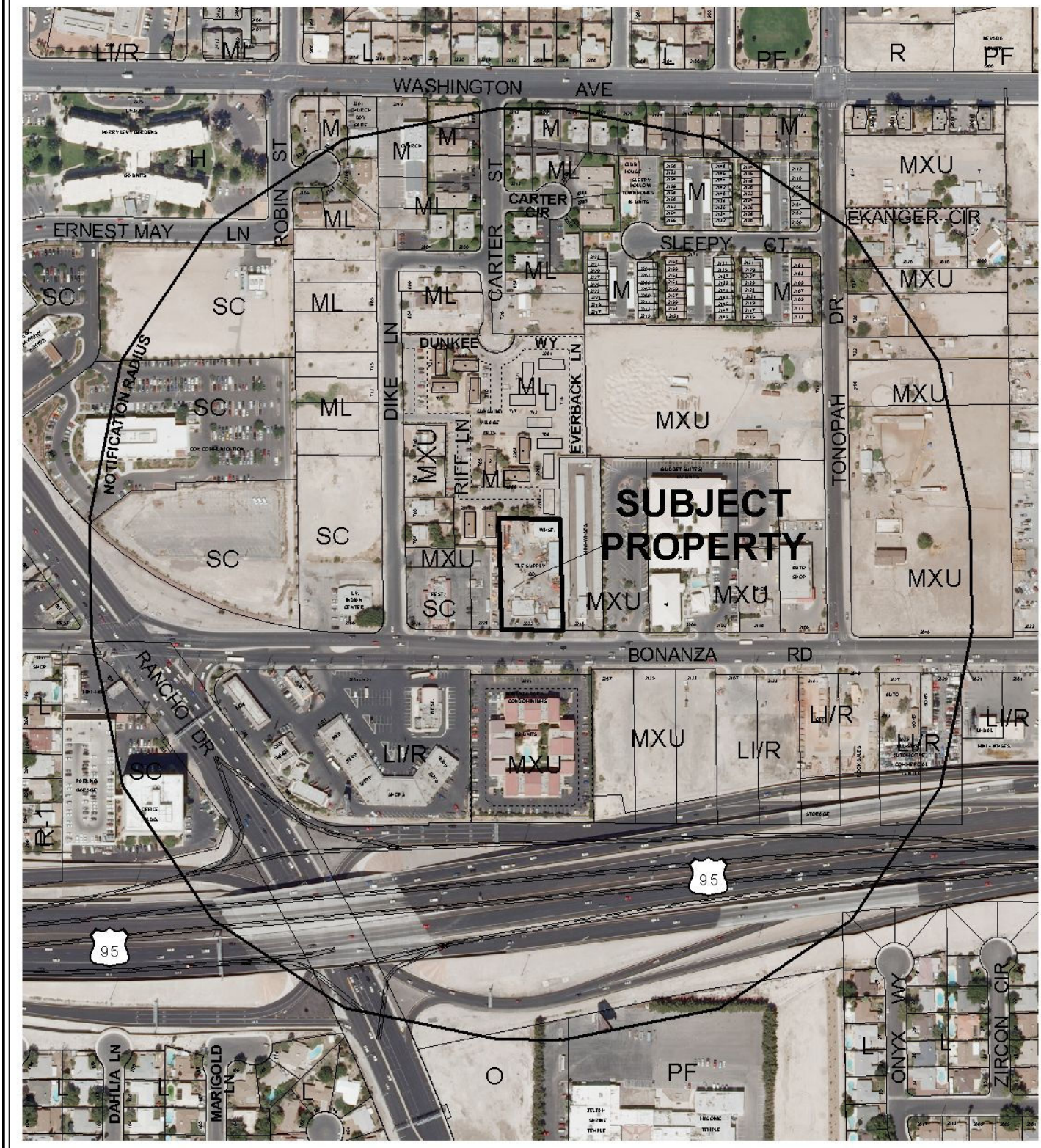
CASE: **GPA-34792**

RADIUS: 1000 FT

GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
MXU (MIXED USE)

PROPOSED GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
LI/R (LIGHT INDUSTRY/ RESEARCH)

N



0 300 600 Feet

CASE: **GPA-34792**

RADIUS: 1000 FT

GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
MXU (MIXED USE)

PROPOSED GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
LI/R (LIGHT INDUSTRY/ RESEARCH)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-34792 - APPLICANT/OWNER: GEORGE T. LOPEZ

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 21, 2009 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN BARLOW.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-1/se vote) recommends APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a General Plan Amendment from MXU (Mixed Use) to LI/R (Light Industry/Research) on 0.97 acres at 2222 West Bonanza Road. The site contains office and warehouse buildings, and was previously approved for a Building and Landscape Material/Lumber Yard via a Special Use Permit (SUP-9215). The subject site is currently being used for a Contractor's Plant, Shop and Storage Yard, which is too intense for the existing General Plan designation, and is not a permitted use within the existing C-1 (Limited Commercial) zoning district. Approval of this request, along with associated applications for a Rezoning (ZON-34793) and a Site Development Plan Review (SDR-34794), are necessary for the current use of the site to continue. Staff is recommending denial of this request and the associated applications, as the intensity of the proposed General Plan designation is not compatible with the existing surrounding land use designations.

ISSUES

- The current use of the subject site is too intense for the existing General Plan designation, and is not permitted by the existing zoning district.
- The proposed General Plan designation is not compatible with the surrounding adjacent land uses, nor are the zoning districts allowed by the proposed General Plan designation compatible with the existing surrounding zoning districts.
- The proposal is not consistent with the goal of the West Las Vegas Plan to provide buffering between residential uses adjacent to the north of the subject site and more intense commercial and industrial uses.
- For the current use of the site as a Contractor's Plant, Shop and Storage Yard to continue, this General Plan Amendment, along with the associated requests for a Rezoning (ZON-34793) and a Site Development Plan Review (SDR-34794), must be approved.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
06/06/90	The City Council approved a Rezoning (Z-0048-90) of the subject property from R-E (Residence Estates) and R-1 (Single-Family Residential) to C-1 (Limited Commercial) at 2222 West Bonanza Road. The Planning Commission recommended approval of the request.
09/05/01	The City Council approved a request to Amend a portion of the Southeast Sector Plan (GPA-0022-01) from LI/R (Light Industry/Research) to ML (Medium Low Density Residential) on 34.45 acres on the northwest corner of the intersection of Washington Avenue and Robin Street. The Planning Commission recommended denial.

07/01/04	A deed was recorded for change of ownership.
11/16/05	The City Council approved a request for a Special Use Permit (SUP-9215) for an existing Building and Landscape Material/Lumber Yard at 2222 West Bonanza Road. The Planning Commission recommended approval.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial, or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission recommended approval.
07/25/07	A Code Enforcement case (#56093) was processed for the storage of heavy industrial equipment on property at 2222 West Bonanza Road. The case was closed by Code Enforcement on 07/28/07.
01/03/08	A Code Enforcement case (#60970) was processed for the business not having a continuous license; storing of business equipment including freeway signs, etc.; and has barbed wire going around part of the property at 2222 West Bonanza Road. The case was closed by Code Enforcement on 01/05/08.
02/04/09	The City Council approved a Required Review (RQR-30402) for a Required One Year Review of an existing building and landscape material/lumber yard at 2222 West Bonanza Road.
03/31/09	A Code Enforcement case (#76313) was processed because the business is not complying with conditions of the use; including outside storage, parking spaces and barb wire at 2222 West Bonanza Road. The case was closed by Code Enforcement on 04/02/09.
09/24/09	The Planning Commission recommended approval of companion item ZON-34793 and SDR-34794 concurrently with this application. The Planning Commission voted 5-1/se to recommend APPROVAL (PC Agenda Item #6/jb).

Related Building Permits/Business Licenses	
11/21/88	A building permit (#88008199) was issued for an interior remodel at 2222 West Bonanza Road. The permit was expired on 05/21/89.
12/05/88	A building permit (#88008663) was issued for a wall at 2222 West Bonanza Road. The permit was expired on 06/05/89.
02/11/89	A building permit (#89035450) was issued for a detached structure/garage at 2222 West Bonanza Road. The permit was expired on 12/27/90.
06/05/89	A building permit (#89027461) was issued for masonry work per CLV design at 2222 West Bonanza Road. The permit was expired on 05/16/90.
07/10/91	A building permit (#91112842) was issued for paving at 2222 West Bonanza Road. The permit was expired on 01/10/92.
05/19/95	A building permit (#95377361) was issued for a patio at 2222 West Bonanza Road. The permit was finalized on 08/10/95.
02/14/05	A business license (C11-07803) was issued for a Contractor at 2222 West Bonanza Road. The license is still active.

Pre-Application Meeting	
05/27/09	A pre-application meeting with the applicant was held where elements of submitting a General Plan Amendment were discussed. Topics included: • Previous City Actions involving the subject property • Parking requirements and storage located on the subject lot • Title 19 Zoning Code requirements for a Contractor's Plant, Shop and Storage Yard use. • Application Materials and Documents • Meeting Dates and Deadlines • Submittal requirements for a Rezone and Site Development Plan Review were discussed.
Neighborhood Meeting	
06/30/09	A neighborhood meeting was held on Tuesday, June 30th at 5:30 PM at 2222 West Bonanza Road, Las Vegas. Two members from the applicant attended the meeting along with one member of the Planning and Development staff. No members of the public attended the meeting.

Field Check	
06/18/09	A field check was conducted by staff. The subject site contains a office and storage building as well as outside storage of Contractor's equipment and supplies in the rear yard.

Details of Application Request	
Site Area	
Gross Acres	0.97

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Contractor's Plant, Shop and Storage Yard	MXU (Mixed Use) [Proposed: LI/R (Light Industry/ Research)]	C-1 (Limited Commercial) [Proposed: C-M (Commercial/Industrial)]
North	Multi-Family Residences	MXU (Mixed Use)	R-PD16 (Residential Planned Development – 16 Units Per Acre)
South	Multi-Family Residences	MXU (Mixed Use)	R-PD46 (Residential Planned Development – 46 Units Per Acre)
East	Mini-Storage Facility	MXU (Mixed Use)	C-1 (Limited Commercial) and R-1 (Single-Family Residential)
West	Restaurant (Approved for Mixed-Use by SDR-11707)	MXU (Mixed Use)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
West Las Vegas Plan	X		N
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (140 Feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site is located in the Southeast Sector of the General Plan and has a current General Plan designation of MXU (Mixed Use). This is a proposal to amend the General Plan designation to LI/R (Light Industry/Research). The Light Industry/Research category allows areas appropriate for clean, low-intensity (non-polluting and non-nuisance) industrial uses, including light manufacturing, assembling and processing, warehousing and distributions, and research, development and testing laboratories. Typical supporting and ancillary general uses are also allowed. This category may also allow mixed-use development with a residential component as a transition to less-intense uses where appropriate.

Two companion applications have been submitted to Rezone (ZON-34793) the subject property from C-1 (Limited Commercial) to C-M (Commercial/Industrial) and Site Development Plan Review (SDR-34794) to establish a Contractor's Plant, Shop and Storage Yard within an existing 4,279 square-foot office and warehouse development. The proposed zoning district is consistent within the proposed General Plan designation, and will allow the proposed use.

This request does not comply with the West Las Vegas Plan, specifically Land Use Goal 2: Plan for Future Development, which includes Issue 2.1. Issue 2.1 states that "Buffering residential areas from commercial areas became an issue as a result of a proposal to change the south side of Bonanza Road between Rancho and Martin Luther King Boulevard from various commercial uses to Light Industrial/Research (LI/R). This proposal resulted from several applications for projects in that area that allowed such a change. Community meetings were held on each project and the neighborhood expressed no opposition to the developments. Based on this information, the PDD initiated an amendment of the General Plan along Bonanza Road to LI/R. The planning team agrees with the change on the south side of Bonanza Road but was concerned with any light industrial designations extending further than the north side of Bonanza." Although the subject site is located along the north side of Bonanza Road, there is residential development located adjacent to the north side of the site, as well as an approved mixed-use project to the west of the site. Approval of this request would have a negative impact on these developments due to the intensity of uses allowed by the proposed General Plan designation.

This request to amend a portion of the Southeast Sector Plan of the General Plan from MXU (Mixed Use) to LI/R (Light Industry/Research) is not compatible with the surrounding land uses and will result in an isolated land use designation for the subject property. The range of uses permitted within a LI/R (Light Industry/Research) land use designation are much more intense than those permitted under the current land use designation and will have a negative impact on the surrounding area; therefore, staff recommends denial of this request.

FINDINGS

Section 19.18.030.I of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

In regard to "1":

The proposed LI/R (Light Industry/Research) General Plan designation for the subject property is not compatible with the existing MXU (Mixed Use) designation that surrounds the site, due to the increase in the intensity of allowable uses.

In regard to "2":

The proposed LI/R (Light Industry/Research) General Plan designation allows C-PB (Planned Business Park), C-M (Commercial/Industrial) and M (Industrial) zoning designations which are not compatible with existing adjacent land uses or zoning districts

In regard to "3":

The site is accessed by Bonanza Road, designated as a 100-foot Primary Arterial in the Master Plan of Streets and Highways, and is adequate for the uses permitted by the proposed amendment.

In regard to "4":

The proposed development does not conform to the land use goals of the West Las Vegas Plan.

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 187 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-34792** APN: 13929704026

Name of Property Owner: GEORGE T. LOPEZ

Name of Applicant: GEORGE T. LOPEZ

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ___X___ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: GEORGE T. LOPEZ

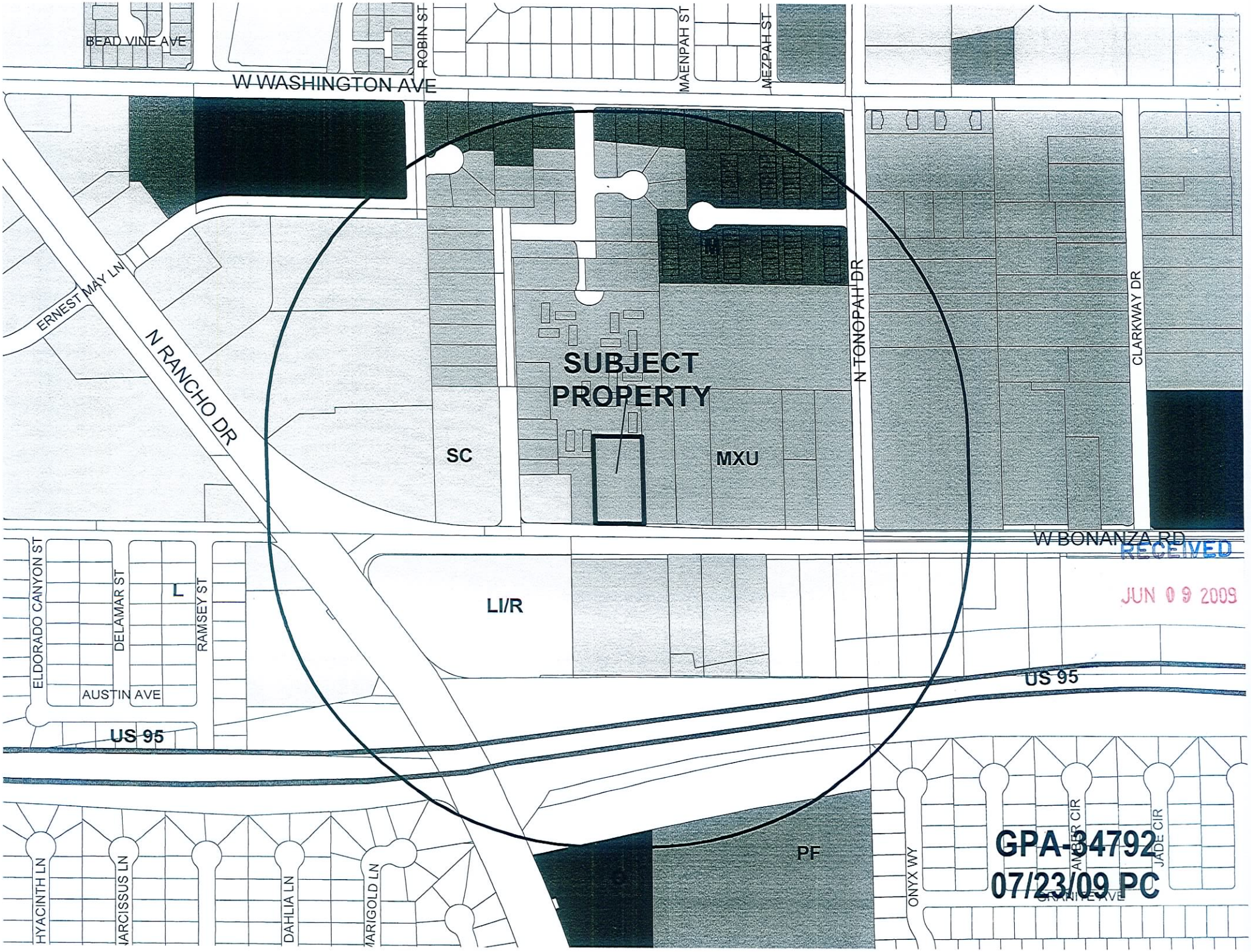
Subscribed and sworn before me

This 08 day of JUNE, 2009

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DANE S. HALOVICH
No: 06-107101-1
My Appointment Expires Apr. 4, 2010


BEAD VINE AVE
W WASHINGTON AVE
ROBIN ST
MAENPAH ST
MEZPAH ST
ERNEST MAY LN
N RANCHO DR
SUBJECT PROPERTY
N TONOPAH DR
CLARKWAY DR
SC
MXU
M
W BONANZA RD
RECEIVED
JUN 09 2009
LI/R
L
ELDORADO CANYON ST
DELAMAR ST
RAMSEY ST
AUSTIN AVE
US 95
US 95
PF
HYACINTH LN
NARCISSUS LN
DAHLIA LN
MARIGOLD LN
ONYX WY
AMBER CIR
JADE CIR
GRANITE AVE
GPA-34792
07/23/09 PC



GPA-34792 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
SEPTEMBER 24, 2009 PLANNING COMMISSION

06/18/09



GPA-34792 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
SEPTEMBER 24, 2009 PLANNING COMMISSION

06/18/09



GPA-34792 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
SEPTEMBER 24, 2009 PLANNING COMMISSION

06/18/09



GPA-34792 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
SEPTEMBER 24, 2009 PLANNING COMMISSION

06/18/09

ASC AMALGAMATED SAFETY CO.

"Keeping Your Highways Informed and Safe"

June 9, 2009

Planning & Development Department
City of Las Vegas
731 S. Fourth Street
Las Vegas NV 89101

RE: Applications for a General Plan Amendment/Rezoning from Mixed Use/C-1 to Industrial/C-M on APL 139-29-704-026, 2222 W. Bonanza Road, located in the general vicinity of the northeast corner of W. Bonanza and Rancho

Staff:

We are seeking a general plan amendment and zone change so that we can continue to operate Amalgamated Safety, my business, in the City of Las Vegas. This business has been in operation at this location since 2004. I have business license(s) for this business at this address, first issued in 2005.

Currently the land is zoned C-1 and has a future land use designation of mixed use per the last approved community plan. There is a small housing development (R-PD 16) immediately to the north of our property. To the east there is a mini-storage business (split zoned C-1/R-1) that has a zero lot line along our mutual property line (west). The property to our immediate west is zoned C-1 and is used as a restaurant.

Amalgamated Safety is involved with traffic control. We install permanent signs on area streets and highways. This work requires that an inventory of signs and other traffic control devices as well as commercial vehicles be kept onsite. The necessary inventory cannot be stored inside within our existing structures as is required under C-1 and C-2 zoning. C-M zoning is the only zoning category which fits the nature and needs of our business.

Other businesses in the immediate area operate under C-M zoning. For example, Fultz Machine Shop, which is located 550 feet east of our location, operates at 2100 W. Bonanza. The businesses at 2041 and 2029 W. Bonanza are also C-M properties that operate manufacturing/ industrial type uses. Furthermore, the City's future land use plan indicates that the properties on the south side of W. Bonanza are light industrial. Furthermore this entire area has been designated as part of the redevelopment zone.

RECEIVED
JUN - 9 2009

GPA-34792
07/23/09 PC

2222 West Bonanza Rd. • Las Vegas, Nevada 89106 • (702) 871-9385 • Fax (702) 871-8425

If the City does not approve the general plan amendment and rezone application, we will be forced to either close our business or relocate. This would create an extreme hardship to the business, our employees and the community. The expenses of moving a business such as this are high. Land designated for industrial type uses is scare in the City.

If the general plan amendment and rezoning are approved, we intend to continue to serve the community. We have been operating this business at this located since 2004 without incident or complaints.

We respectfully submit these applications for your review and approval.

Sincerely

George T. Lopez
President

RECEIVED
JUN - 9 2009

GPA-34792
07/23/09 PC

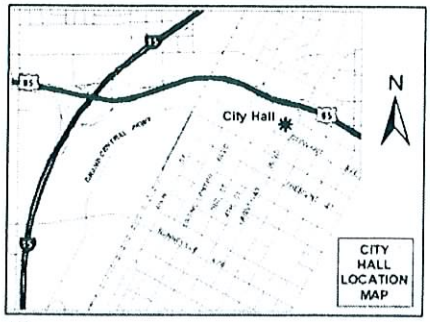
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
JUL 10 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-34792 & ZON-34793

Planning Commission Meeting of 7/23/2009

Case: GPA-34792

13929714052
LETTSOME LEONE
2152 SLEEPY CT
LAS VEGAS NV 89106-3697

89106$3697 C003 $1.76

14P

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

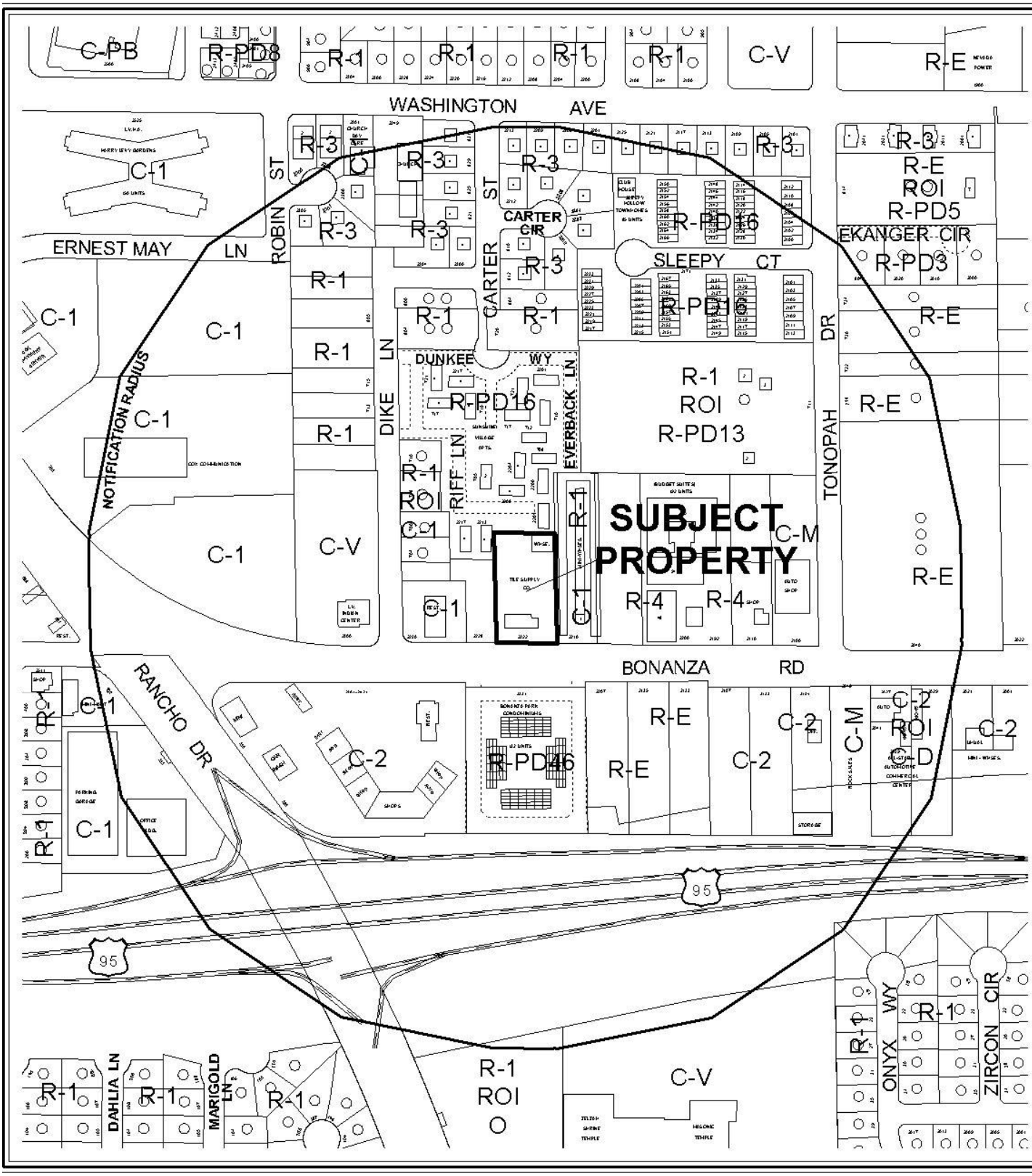
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-34793 – ABEYANCE ITEM - REZONING RELATED TO GPA-34792 - PUBLIC HEARING - APPLICANT/OWNER: GEORGE T. LOPEZ - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.97 acres at 2222 West Bonanza Road (APN 139-29-704-026), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 24, 2009 Planning Commission Meeting Item 7



CASE: **ZON-34793**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)



0 300 600 Feet

CASE: **ZON-34793**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-34793 - APPLICANT/OWNER: GEORGE T. LOPEZ

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 21, 2009 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN BARLOW.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning from C-1 (Limited Commercial) to C-M (Commercial/Industrial) on 0.97 acres at 2222 West Bonanza Road. The site contains office and warehouse buildings, and was previously approved for a Building and Landscape Material/Lumber Yard via a Special Use Permit (SUP-9215). The subject site is currently being used for a Contractor's Plant, Shop and Storage Yard, which is not a permitted use within the existing C-1 (Limited Commercial) zoning district. Approval of this request, along with associated applications for a General Plan Amendment (GPA-34792) and a Site Development Plan Review (SDR-34794), are necessary for the current use of the site to continue. Staff is recommending denial of this request and the associated applications, as the proposed zoning district is not compatible with the existing surrounding zoning districts.

ISSUES

- The current use of the subject site is not permitted in the existing zoning district.
- The proposed zoning district is not compatible with the surrounding adjacent zoning districts, and meets the Title 19.20.020 definition for "Spot Zoning".
- The proposal is not consistent with the goal of the West Las Vegas Plan to provide buffering between residential uses adjacent to the north of the subject site and more intense commercial and industrial uses.
- For the current use of the site as a Contractor's Plant, Shop and Storage Yard to continue, this Rezoning, along with the associated requests for a Rezoning General Plan Amendment (GPA-34792) and a Site Development Plan Review (SDR-34794), must be approved.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
06/06/90	The City Council approved a Rezoning (Z-0048-90) of the subject property from R-E (Residence Estates) and R-1 (Single-Family Residential) to C-1 (Limited Commercial) at 2222 West Bonanza Road. The Planning Commission recommended approval of the request.
09/05/01	The City Council approved a request to Amend a portion of the Southeast Sector Plan (GPA-0022-01) from LI/R (Light Industry/Research) to ML (Medium Low Density Residential) on 34.45 acres on the northwest corner of the intersection of Washington Avenue and Robin Street. The Planning Commission recommended denial.
07/01/04	A deed was recorded for change of ownership.

11/16/05	The City Council approved a request for a Special Use Permit (SUP-9215) for an existing Building and Landscape Material/Lumber Yard at 2222 West Bonanza Road. The Planning Commission recommended approval.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial, or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission recommended approval.
07/25/07	A Code Enforcement case (#56093) was processed for the storage of heavy industrial equipment on property at 2222 West Bonanza Road. The case was closed by Code Enforcement on 07/28/07.
01/03/08	A Code Enforcement case (#60970) was processed for the business not having a continuous license; storing of business equipment including freeway signs, etc.; and has barbed wire going around part of the property at 2222 West Bonanza Road. The case was closed by Code Enforcement on 01/05/08.
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09/24/09	The Planning Commission recommended approval of companion item GPA-34792 and SDR-34794 concurrently with this application. The Planning Commission voted 5-1/se to recommend APPROVAL (PC Agenda Item #7/jb).
Related Building Permits/Business Licenses	
11/21/88	A building permit (#88008199) was issued for an interior remodel at 2222 West Bonanza Road. The permit was expired on 05/21/89.
12/05/88	A building permit (#88008663) was issued for a wall at 2222 West Bonanza Road. The permit was expired on 06/05/89.
02/11/89	A building permit (#89035450) was issued for a detached structure/garage at 2222 West Bonanza Road. The permit was expired on 12/27/90.
06/05/89	A building permit (#89027461) was issued for masonry work per CLV design at 2222 West Bonanza Road. The permit was expired on 05/16/90.
07/10/91	A building permit (#91112842) was issued for paving at 2222 West Bonanza Road. The permit was expired on 01/10/92.
05/19/95	A building permit (#95377361) was issued for a patio at 2222 West Bonanza Road. The permit was finalized on 08/10/95.
02/14/05	A business license (C11-07803) was issued for a Contractor at 2222 West Bonanza Road. The license is still active.

Pre-Application Meeting	
05/27/09	A pre-application meeting with the applicant was held where elements of submitting a General Plan Amendment were discussed. Topics included: • Previous City Actions involving the subject property • Title 19 Zoning Code requirements for a Contractor's Plant, Shop and Storage Yard use. • Application Materials and Documents • Meeting Dates and Deadlines • Submittal requirements for a General Plan Amendment and Site Development Plan Review were also discussed.
Neighborhood Meeting	
06/30/09	A neighborhood meeting was held on Tuesday, June 30th at 5:30 PM at 2222 West Bonanza Road, Las Vegas. Two members from the applicant attended the meeting along with one member of the Planning and Development staff. No members of the public attended the meeting.

Field Check	
06/18/09	A field check was conducted by staff. The subject site contains a office and storage building as well as outside storage of Contractor's equipment and supplies in the rear yard.

Details of Application Request	
Site Area	
Gross Acres	0.97

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Contractor's Plant, Shop and Storage Yard	MXU (Mixed Use) [Proposed: LI/R (Light Industry/ Research)]	C-1 (Limited Commercial) [Proposed: C-M (Commercial/Industrial)]
North	Multi-Family Residences	MXU (Mixed Use)	R-PD16 (Residential Planned Development – 16 Units Per Acre)
South	Multi-Family Residences	MXU (Mixed Use)	R-PD46 (Residential Planned Development – 46 Units Per Acre)
East	Mini-Storage Facility	MXU (Mixed Use)	C-1 (Limited Commercial) and R-1 (Single-Family Residential)
West	Restaurant (Approved for Mixed-Use by SDR-11707)	MXU (Mixed Use)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
West Las Vegas Plan	X		N
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (140 Feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site is located in the Southeast Sector of the General Plan and has a current land use designation of MXU (Mixed Use). A General Plan Amendment (GPA-34792) to change the designation to LI/R (Light Industry/Research) has been submitted along with this Rezoning request. The LI/R (Light Industry/Research) category allows areas appropriate for clean, low-intensity (non-polluting and non-nuisance) industrial uses, including light manufacturing, assembling and processing, warehousing and distributions, and research, development and testing laboratories. Typical supporting and ancillary general uses are also allowed. This category may also allow mixed-use development with a residential component as a transition to less-intense uses where appropriate.

This is a proposal to Rezone the site from C-1 (Limited Commercial) to C-M (Commercial/Industrial). The C-M (Commercial/Industrial) district is a general commercial and restricted industrial district designed to provide for a variety of compatible business, warehouse, wholesale, office and limited industrial uses. This district is intended to be located away from areas of low and medium density residential development. The C-M (Commercial/Industrial) district is consistent with the Light Industry/Research category of the General Plan. The current use of the site as a Contractor's Plant, Shop and Storage Yard is a permitted use in the C-M (Commercial/Industrial) zoning district.

This proposal meets the Title 19.20.020 definition of Spot Zoning, which is, "Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the General Plan." As the applicant's proposal for a Rezoning to the C-M (Commercial/Industrial) zoning district for a proposed Contractor's Plant, Shop and Storage Yard use cannot be accomplished without resulting in the subject parcel being zoned in isolation from the adjacent properties, staff recommends denial of this request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed C-M (Commercial / Industrial) zoning district is not consistent with the existing MXU (Mixed Use) General Plan land use designation. However, the applicant has requested a General Plan Amendment (GPA-34792) to amend the General Plan designation from MXU (Mixed Use) to LI/R (Light Industry/ Research), which does allow the proposed C-M (Commercial / Industrial) zoning district.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The uses allowed in the C-M (Commercial / Industrial) zoning district are not compatible with the existing surrounding land uses and zoning districts. The uses permitted by the proposed Rezoning will be much more intense than the planned surrounding land uses.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   Growth and development factors in the community do not indicate the need or appropriateness of the proposed rezoning. The proposed rezoning will result in the subject property being in isolation from other similarly zoned parcels.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site is accessed by two driveways to Bonanza Road, which is designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways, and will have no direct access to the adjacent residential neighborhoods or commercial properties. It is adequate in size to meet the requirements of the proposed C-M (Commercial/Industrial) zoning district.

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 187 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-34793** APN: 13929704026

Name of Property Owner: GEORGE T. LOPEZ

Name of Applicant: GEORGE T. LOPEZ

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: GEORGE T. LOPEZ

Subscribed and sworn before me

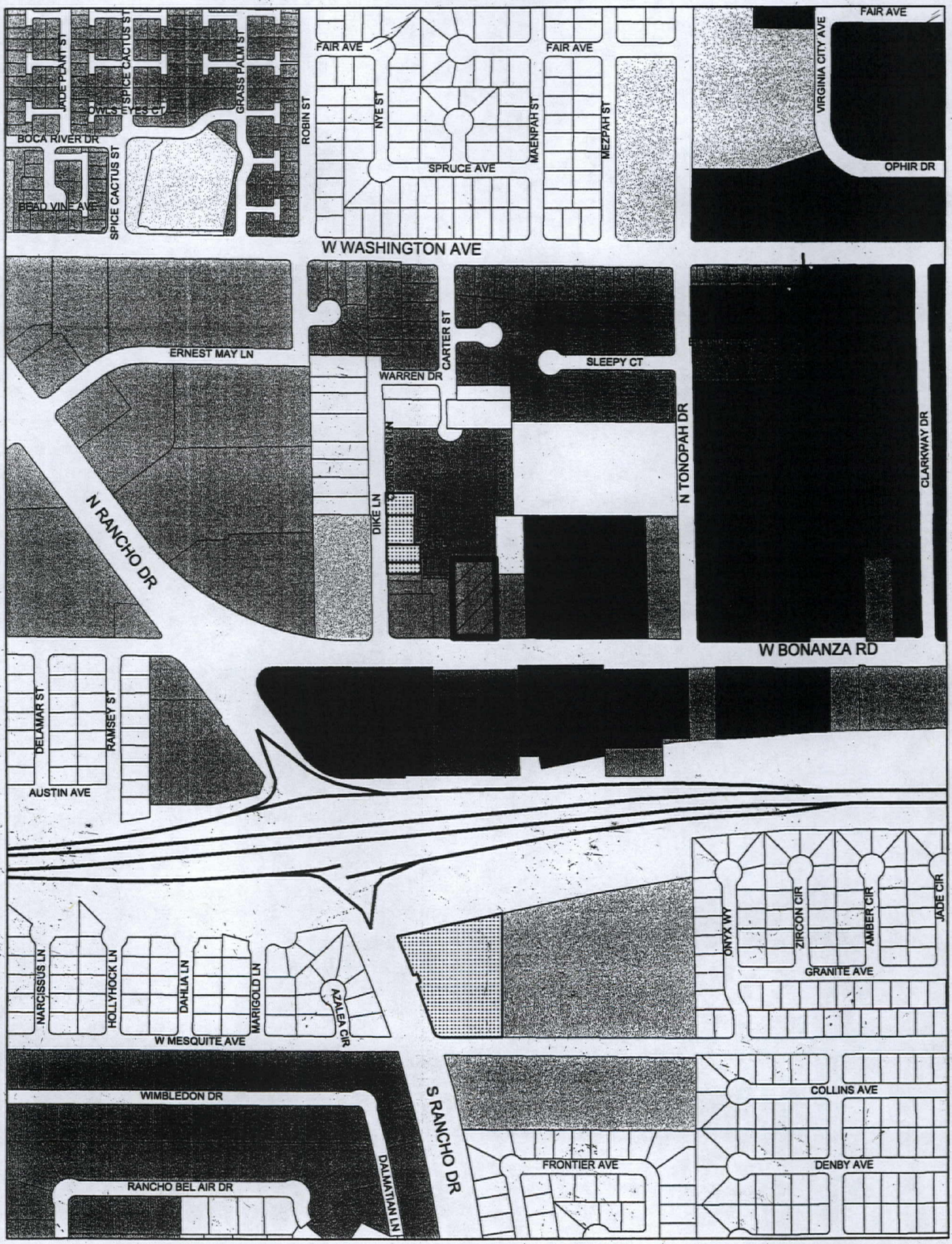
This 08 day of JUNE, 2009

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DANE S. HALOVICH
No: 06-107101-1
My Appointment Expires Apr. 4, 2010

Zoning
Parcel 139-29-704-026



Zoning				
U	R-2	C-1	ROI Zoning	
R-A	R-3	C-2		
R-E	R-4	C-M		
R-D	R-5	M		
R-PD	R-MHP	C-V		
R-1	P-R	C-PB		
R-MH	N-S	P-C		
R-CL	O	PD		
	C-D	TC		

RECEIVED

JUN 09 2009

ZON-34793

07/23/09 PC

FROM C-1 TO CM

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-6301

Data Current as: June 03, 2009

PLANNING & DEVELOPMENT



ZON-34793 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
SEPTEMBER 24, 2009 PLANNING COMMISSION

06/18/09



ZON-34793 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
SEPTEMBER 24, 2009 PLANNING COMMISSION

06/18/09



ZON-34793 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
SEPTEMBER 24, 2009 PLANNING COMMISSION

06/18/09



ZON-34793 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
SEPTEMBER 24, 2009 PLANNING COMMISSION

06/18/09

ASC AMALGAMATED SAFETY CO.

"Keeping Your Highways Informed and Safe"

June 9, 2009

Planning & Development Department
City of Las Vegas
731 S. Fourth Street
Las Vegas NV 89101

RE: Applications for a General Plan Amendment/Rezoning from Mixed Use/C-1 to Industrial/C-M on APL 139-29-704-026, 2222 W. Bonanza Road, located in the general vicinity of the northeast corner of W. Bonanza and Rancho

Staff:

We are seeking a general plan amendment and zone change so that we can continue to operate Amalgamated Safety, my business, in the City of Las Vegas. This business has been in operation at this location since 2004. I have business license(s) for this business at this address, first issued in 2005.

Currently the land is zoned C-1 and has a future land use designation of mixed use per the last approved community plan. There is a small housing development (R-PD 16) immediately to the north of our property. To the east there is a mini-storage business (split zoned C-1/R-1) that has a zero lot line along our mutual property line (west). The property to our immediate west is zoned C-1 and is used as a restaurant.

Amalgamated Safety is involved with traffic control. We install permanent signs on area streets and highways. This work requires that an inventory of signs and other traffic control devices as well as commercial vehicles be kept onsite. The necessary inventory cannot be stored inside within our existing structures as is required under C-1 and C-2 zoning. C-M zoning is the only zoning category which fits the nature and needs of our business.

Other businesses in the immediate area operate under C-M zoning. For example, Fultz Machine Shop, which is located 550 feet east of our location, operates at 2100 W. Bonanza. The businesses at 2041 and 2029 W. Bonanza are also C-M properties that operate manufacturing/ industrial type uses. Furthermore, the City's future land use plan indicates that the properties on the south side of W. Bonanza are light industrial. Furthermore this entire area has been designated as part of the redevelopment zone.

RECEIVED
JUN - 9 2009

ZON-34793
07/23/09 PC

2222 West Bonanza Rd. • Las Vegas, Nevada 89106 • (702) 871-9385 • Fax (702) 871-8425

If the City does not approve the general plan amendment and rezone application, we will be forced to either close our business or relocate. This would create an extreme hardship to the business, our employees and the community. The expenses of moving a business such as this are high. Land designated for industrial type uses is scare in the City.

If the general plan amendment and rezoning are approved, we intend to continue to serve the community. We have been operating this business at this located since 2004 without incident or complaints.

We respectfully submit these applications for your review and approval.

Sincerely,

George T. Lopez
President

RECEIVED
JUN - 9 2009

ZON-34793
07/23/09 PC

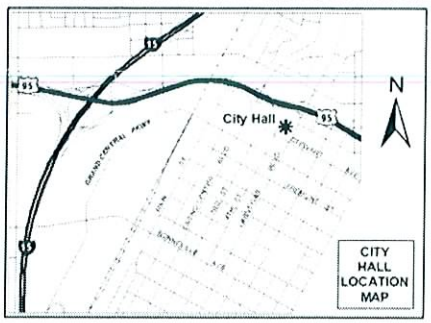
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41
JUL 10 200
MAILED FROM ZIP CODE 891(

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-34792 & ZON-34793

Planning Commission Meeting of 7/23/2009

Case: GPA-34792

13929714052
LETTSOME LEONE
2152 SLEEPY CT
LAS VEGAS NV 89106-3697

89106$3697 C023
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15P

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

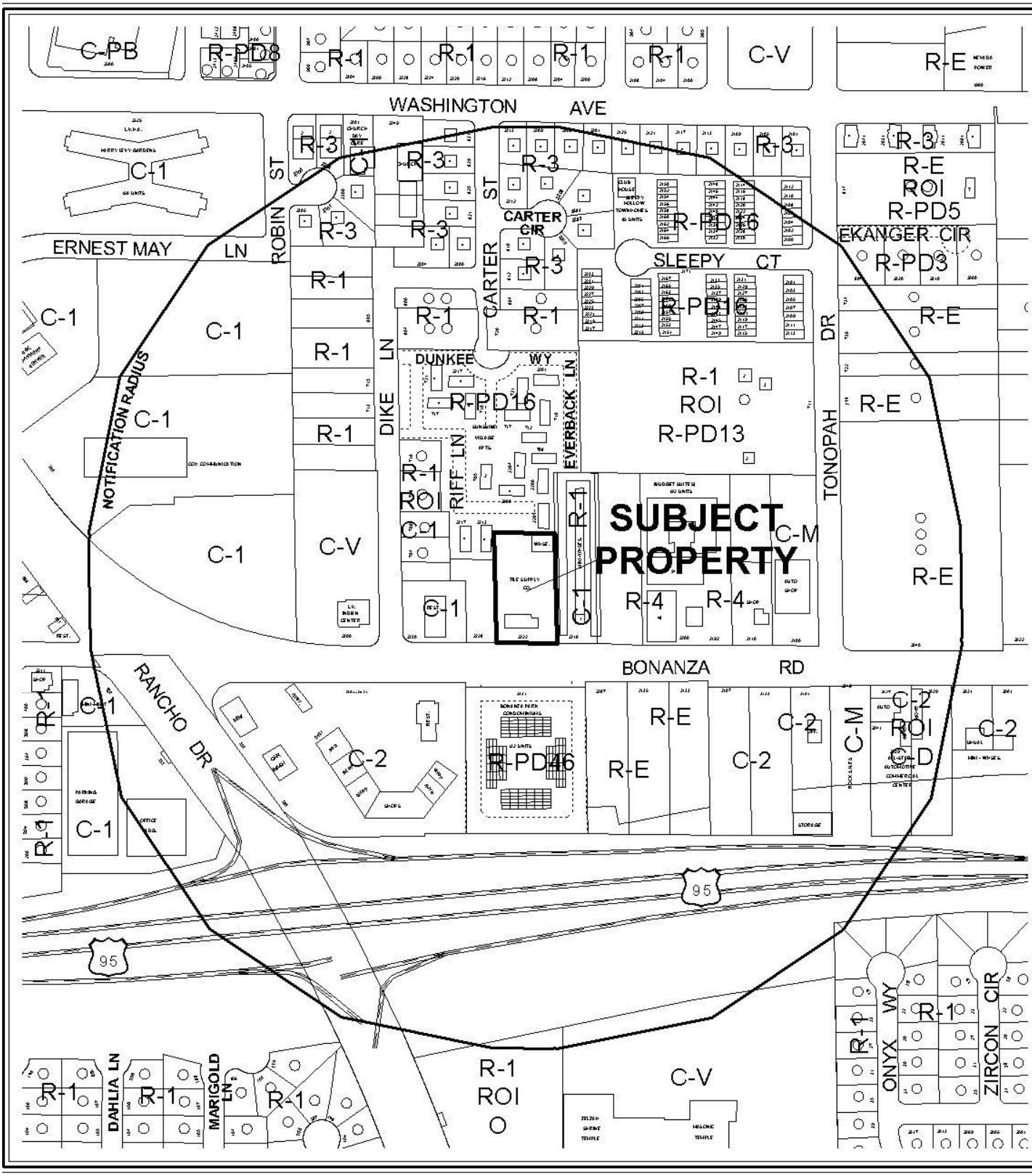
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-34794 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-34792 AND ZON-34793 – PUBLIC HEARING - APPLICANT/OWNER: GEORGE T. LOPEZ - Request for a Site Development Plan Review TO ESTABLISH A CONTRACTOR"S PLANT, SHOP AND STORAGE YARD WITHIN AN EXISTING 4,279 SQUARE-FOOT OFFICE AND WAREHOUSE DEVELOPMENT WITH PERIMETER RAZOR WIRE on 0.97 acres at 2222 West Bonanza Road (APN 139-29-704-026), C-1 (Limited Commercial) Zone [PROPOSED: C-M (Commercial/Industrial)], Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Revised Plans
7. Backup referenced from the September 24, 2009 Planning Commission Meeting Item 8



0 300 600 Feet

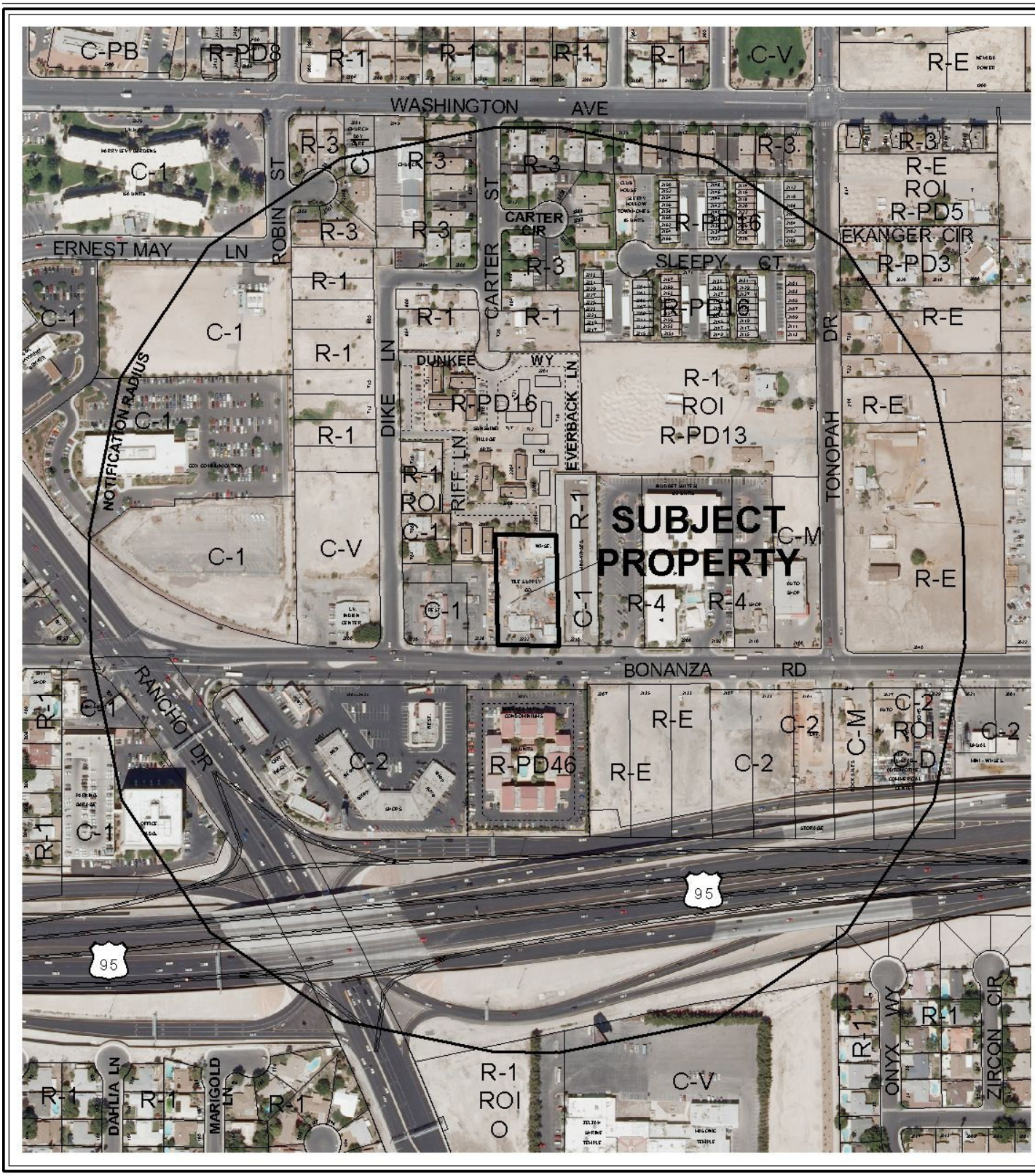
CASE: **SDR-34794**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N



0 300 600 Feet

CASE: **SDR-34794**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-34794 - APPLICANT/OWNER: GEORGE T. LOPEZ

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 21, 2009 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN BARLOW.

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-1/se vote) recommends APPROVAL, subject to conditions.

Planning and Development

1. A landscaping plan meeting the tree standards shall be submitted within 14 days for review of Planning and Development staff.

2. The applicant shall construct an eight-foot block wall with 20% contrasting materials along the north, east and west property lines. The razor wire shall be removed.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan and floor plans date stamped 08/25/09, and building elevation photos date stamped 06/09/09, except as amended by condition herein.

5. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

6. 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.

7. 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.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. Upon further development, appropriate right-of-way dedications, street improvements, drainage plan/studies and/or traffic mitigation commitments may be required.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed Contractor's Plant, Shop and Storage Yard. The subject site contains an existing 4,264 square-foot Office/Warehouse located at 2222 West Bonanza Road. The applicant is seeking this Site Development Plan Review, in conjunction with a General Plan Amendment (GPA-34792) to amend a portion of the Southeast Sector of the Centennial Hills Master Plan from MXU (Mixed Use) to LI/R (Light Industry/ Research) and a Rezoning (ZON-34793) from C-1 (Limited Commercial) to C-M (Commercial / Industrial), so they can operate a contracting business at the subject site. If denied, the previously approved Building and Landscape Material/Lumber Yard use will remain, and the applicant would be required to comply with all applicable conditions of approval and Title 19 requirements for the use.

ISSUES

- Approval of associated applications for General Plan Amendment (GPA-34792) and Rezoning (ZON-34793) are required to approve this Site Development Plan Review
- The applicant has not complied with conditions of the previously approved Special Use Permit (SUP-9215) for a Building and Landscape Material/Lumber Yard.
- The applicant is requesting that existing perimeter razor wire be approved as part of this review

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
06/06/90	The City Council approved a Rezoning (Z-0048-90) of the subject property from R-E (Residence Estates) and R-1 (Single-Family Residential) to C-1 (Limited Commercial) at 2222 West Bonanza Road. The Planning Commission recommended approval of the request.
09/05/01	The City Council approved a request to Amend a portion of the Southwest Sector Plan (GPA-0022-01) from LI/R (Light Industry/Research) to ML (Medium Low Density Residential) on 34.45 acres on the northwest corner of the intersection of Washington Avenue and Robin Street. The Planning Commission recommended denial on 07/26/01.
11/16/05	The City Council approved a request for a Special Use Permit (SUP-9215) for an existing Building and Landscape Material/Lumber Yard at 2222 West Bonanza Road. The Planning Commission recommended approval of the request.

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial, or Public facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission tabled the request on 01/26/06.
07/25/07	A Code Enforcement case (#56093) was processed for the resident storing heavy industrial equipment on property, which is against zoning code. The case was resolved on 07/28/07.
01/03/08	A Code Enforcement case (#60970) was processed for the business not having a continuous license; storing of business equipment- looks like freeway signs, etc.; and has barbed wire going around part of the property. The case was resolved on 01/05/08.
02/04/09	The City Council approved a Required Review (RQR-30402) for a Required One Year Review of an existing building and landscape material/lumber yard at 2222 West Bonanza Road.
03/31/09	A Code Enforcement case (#76313) was processed because the business is not complying with conditions of the use; outside storage, parking spaces, barb wire. The case was resolved on 04/02/09.
09/24/09	The Planning Commission recommended approval of companion item GPA-34792 and ZON-34793 concurrently with this application. The Planning Commission voted 5-1/se to recommend APPROVAL (PC Agenda Item #8/jb).
Related Building Permits/Business Licenses	
11/21/88	A building permit (#88008199) was issued for interior remodel. The permit was expired on 05/21/89.
12/05/88	A building permit (#88008663) was issued for a wall. The permit was expired on 06/05/89.
02/11/89	A building permit (#89035450) was issued for a detached structure/garage. The permit was expired on 12/27/90.

Related Building Permits/Business Licenses	
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05/19/95	A building permit (#95377361) was issued for a patio. The permit was finalized on 08/10/95.
02/14/05	A business license (C11-07803) was issued for a Contractor. The license is still active.

Pre-Application Meeting	
05/27/09	A pre-application meeting was held and elements of this application were discussed. It was noted that the site plan was to identify all uses on-site. Additionally, various parking standards were identified along with parking lot landscaping and perimeter landscaping buffer requirements. Submittal requirements were also discussed along with meeting dates and times.
Neighborhood Meeting	
06/30/09	A neighborhood meeting was held on Tuesday, June 30th at 5:30 PM at 2222 West Bonanza Road, Las Vegas. Two members from the applicant attended the meeting along with one member of the Planning and Development staff. No members of the public attended the meeting.
Field Check	
06/04/09	During a routine site inspection performed by staff the subject property was noted as having • Assorted items are being stored outside within the fenced area in the rear portion of the property.

Details of Application Request	
Site Area	
Gross Acres	0.97

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Contractor's Plant, Shop and Storage Yard	MXU (Mixed Use) [Proposed: LI/R (Light Industry/ Research)]	C-1 (Limited Commercial) [Proposed: C-M (Commercial/Industrial)]
North	Multi-Family Residences	MXU (Mixed Use)	R-PD16 (Residential Planned Development – 16 Units Per Acre)
South	Multi-Family Residences	MXU (Mixed Use)	R-PD46 (Residential Planned Development – 46 Units Per Acre)

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
East	Mini-Storage Facility	MXU (Mixed Use)	C-1 (Limited Commercial) and R-1 (Single-Family Residential)
West	Restaurant (Approved for Mixed-Use by SDR-11707)	MXU (Mixed Use)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
West Las Vegas Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (140 Feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per Title 19.08.050 Development Standards

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	0.97 Acres	Y
Min. Lot Width	100 Feet	150 Feet	Y
Min. Setbacks			
• Front	20 Feet	30.05 Feet	Y
• Side (West Property Line)	10 Feet	30.12 Feet	Y
• Side (East Property Line)	10 Feet	0 Feet	Y
• Rear	20 Feet	4.54 Feet	N*
Max. Lot Coverage	N/A	10%	Y
Max. Building Height	N/A	16 Feet	Y

**Per approved Special Use Permit (SUP-9215)*

Pursuant to Title 19.12, the following landscaping standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Trees/ 6 Space	2 Trees	Zero Trees	N*
Buffer: Min. Trees	1 Trees/ 30 Linear Feet	Zero Trees	Zero Trees	N*
TOTAL		Zero Trees	Zero Trees	N*
Min. Zone Width	15 Feet (South) 8 Feet (West, North, East)		Zero Trees	N*

**Per approved Special Use Permit (SUP-9215)*

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	
Contractor's Plant, Shop and Storage Yard	4,264 S.F.	1:500	9	1	9	1	Y
TOTAL	4,264 S.F.		10		10		

ANALYSIS

This request is for a Site Development Plan Review (SDR-34794) to establish a Contractor's Plant, Shop and Storage Yard facility consisting of an existing 1,864 square-foot office building and a 2,400 square-foot warehouse at 2222 West Bonanza Road. The property currently is zoned C-1 (Limited Commercial) with a MXU (Mixed-Use) land use designation. Associated requests have been submitted to Rezone (ZON-34793) the property from C-1 (Limited Commercial) to C-M (Commercial/Industrial) and General Plan Amendment (GPA-34792) to amend the land use designation from MXU (Mixed Use) to LI/R (Light Industry/Research) to allow the Contractor's Plant, Shop and Storage Yard use. Previously, the subject site was approved through a Special Use Permit (SUP-9215) for an existing Building and Landscape Material/Lumber Yard on 11/16/05. However, the property owner failed to comply with the conditions of approval associated with that request, which is illustrated in the table below.

Approved Special use Permit (SUP-9215) Conditions		***Compliance***
#1	Conformance to the conditions of approval for Rezoning (Z-0048-90).	**Y**
#2	A total of 19 parking spaces shall be provided. The parking spaces shall be located out from behind an enclosed fence, at least one space shall be a van accessible handicapped parking space, and all spaces shall be located on a permanent dust free impermeable surface.	**N**
#3	No outside storage shall be permitted.	**N**
#4	Concertina wire (razor wire) located on top of a solid wall along the rear of the property shall be removed.	**Y**
#5	There shall be no manufacturing or assembly permitted nor any other activity that would result in a detriment to adjacent properties or to the area.	**N**
#6	New slats and the replacement of deteriorated slats in the existing chain link fence that surrounds the property shall be inserted.	**Y**

#7	The site plan shall be revised and approved by staff of the Planning and Development Department prior to the time application is made for any permit to show compliance with the conditions of approval herein. The applicant shall comply with all the conditions of approval within six months following approval of this application.	**N**
#8	This Special Use Permit shall be reviewed in one year to ascertain compliance with these conditions or to impose additional conditions to ameliorate any undesirable aspects of the use. The applicant shall be responsible for notification costs of the review.	**N**
#9	All City code requirements and design standards of all City departments must be satisfied.	**N**

The proposed Contractor's Plant, Shop and Storage Yard use at the subject site is not compatible with the existing commercial and residential uses that surround the site. The increase in the intensity of allowable uses at the subject site will create an incompatibility and inconsistency with the surrounding area; therefore, staff recommends denial of this request.

FINDINGS

The following findings must be made for a Site Development Plan Review:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is not compatible with adjacent development, or 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 LI/R (Light Industry/ Research) General Plan designation for the subject property is not compatible with the existing MXU (Mixed Use) properties that surround the site. The increase in the intensity of allowable uses will create an incompatibility and inconsistency with the surrounding area.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

The site is accessed by two driveways to Bonanza Road, which is designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways, and will have no direct access to the adjacent residential neighborhoods or commercial properties. It is adequate in size to meet the requirements of the proposed C-M (Commercial / Industrial) zoning district.

4. **Building and landscape materials are appropriate for the area and for the City;**

The proposed building and landscape materials are not appropriate for this area and for the City. The applicant is proposing no additional landscaping for the existing site.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

The overall building fails to create an orderly and aesthetically pleasing environment, as it fails to be compatible with adjacent residential 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 regular inspections for permitting and licensing and will; therefore, not compromise the public health, safety, and welfare.

PLANNING COMMISSION ACTION

The Planning Commission added conditions 1 and 2 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 187 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-34794** APN: 13929704026

Name of Property Owner: GEORGE T. LOPEZ

Name of Applicant: GEORGE T. LOPEZ

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _____X_____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: GEORGE T. LOPEZ

Subscribed and sworn before me

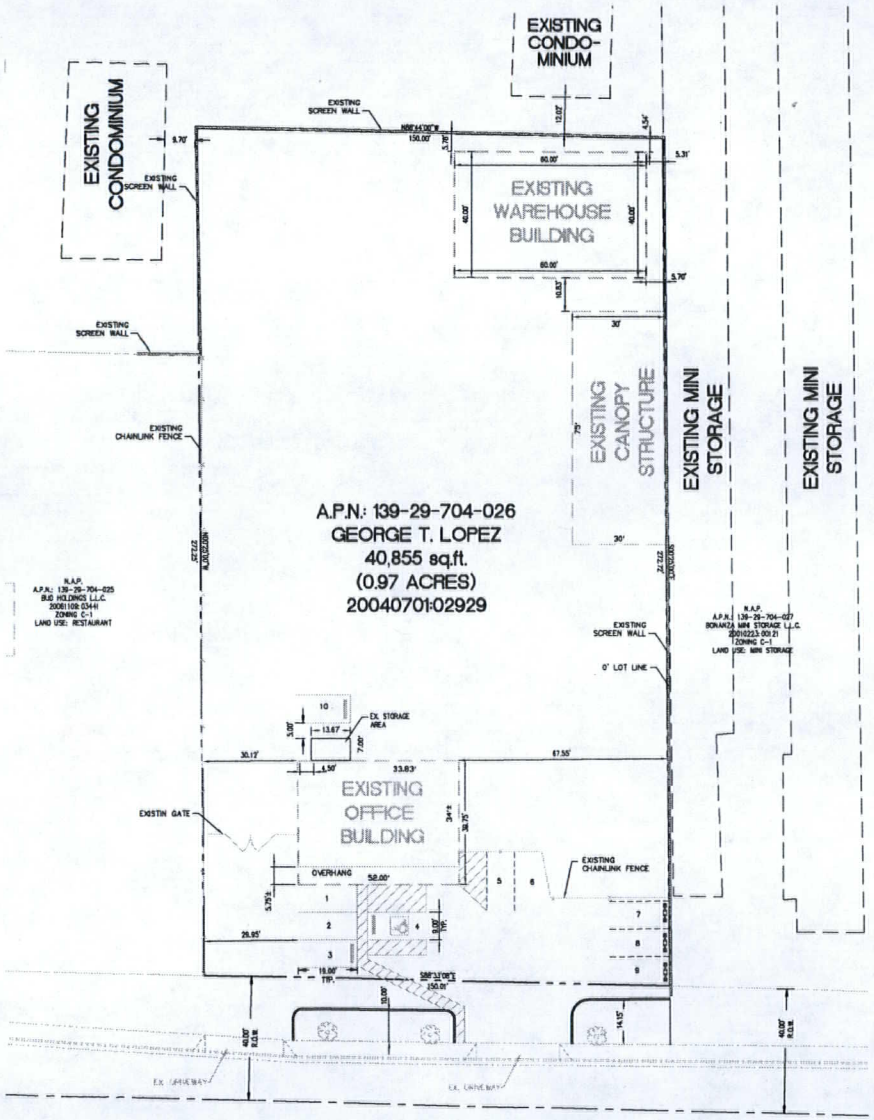
This 08 day of JUNE, 2009

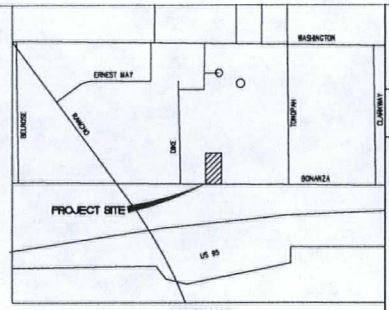
_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DANE S. HALOVICH
No: 06-107101-1
My Appointment Expires Apr. 4, 2010

SITE PLAN
FOR
AMALGAMATED SAFETY
APN # 139-29-704-026





SCALE: 1" = 20'

LEGEND

	PROPERTY LINE
	BUILDING LINE
	CENTERLINE
	EXISTING CMU WALL
	EXISTING CURB AND GUTTER
N.A.P.	NOT A PART
A.P.N.	ASSESSOR'S PARCEL NUMBER
	EXISTING PARKING BUMPER
	EXISTING TREE

SITE DATA

OWNER:	GEORGE T. LOPEZ
PROPERTY ADDRESS:	2222 W. BONANZA RD. LV., NV. 89106
EX. ZONE:	C-1 (LIMITED COMMERCIAL)
PROPOSED ZONE:	C-M COMMERCIAL MANUFACTURING
EX. LAND USE:	MIXED USE
PROPOSED LAND USE:	INDUSTRIAL

	BUILDING AREA	PARKING REQUIRED	PARKING PROVIDED
EX. OFFICE BUILDING	1,864± SQ. FT.	7	8
EX. WAREHOUSE	2,400 SQ. FT	3	3
	TOTAL	10	10 (1 HANDICAP)

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AUG 2 5 2009

SDR-34794
REVISED
09/24/09 PC

AMALGAMATED SAFETY

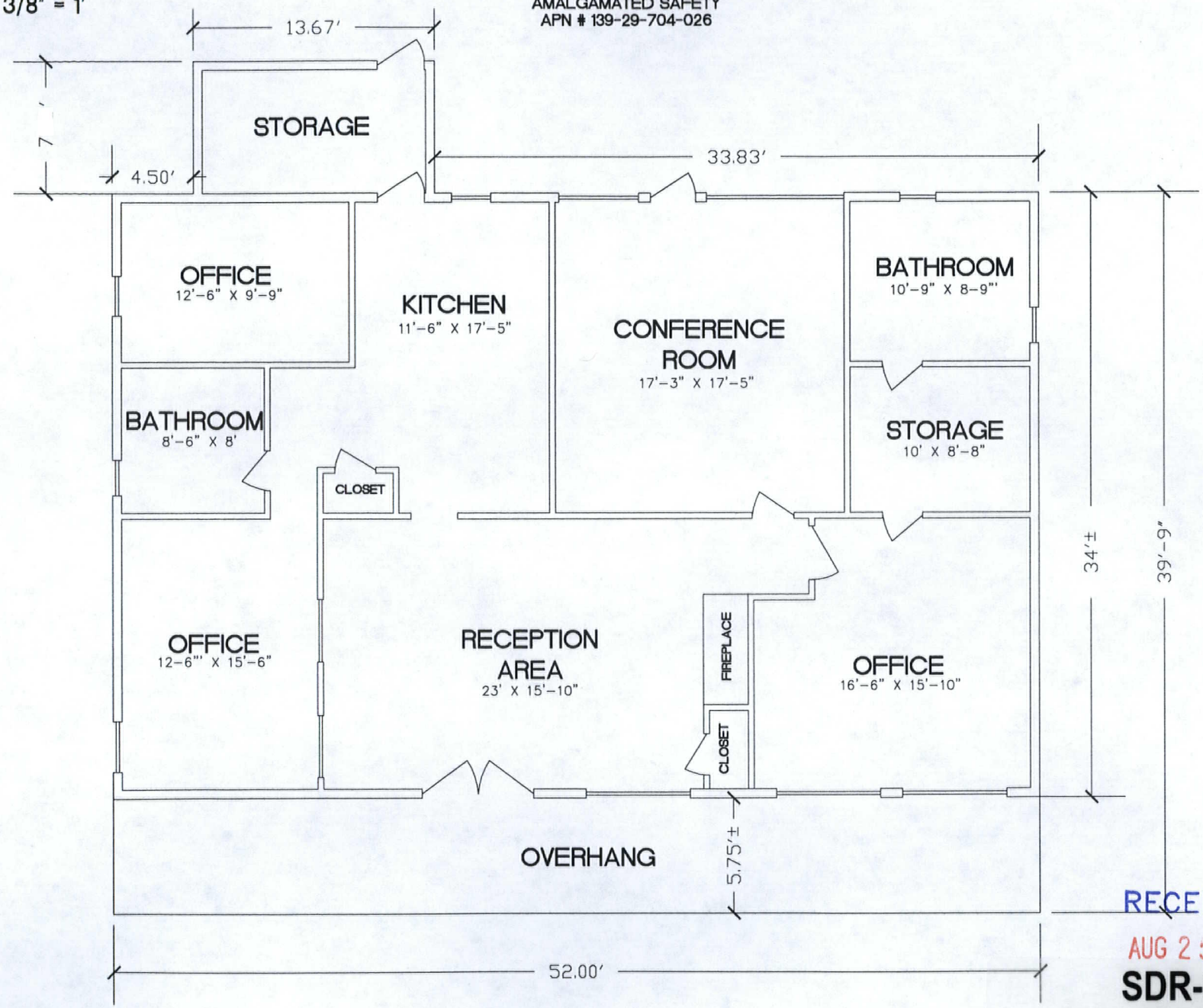
SITEPLAN

JUNE 9, 2009

SHEET
S 1
1 OF 1

SCALE: 3/8" = 1'

OFFICE FLOORPLAN
FOR
AMALGAMATED SAFETY
APN # 139-29-704-026



AMALGAMATED SAFETY
FLOORPLAN
JUNE 5, 2009

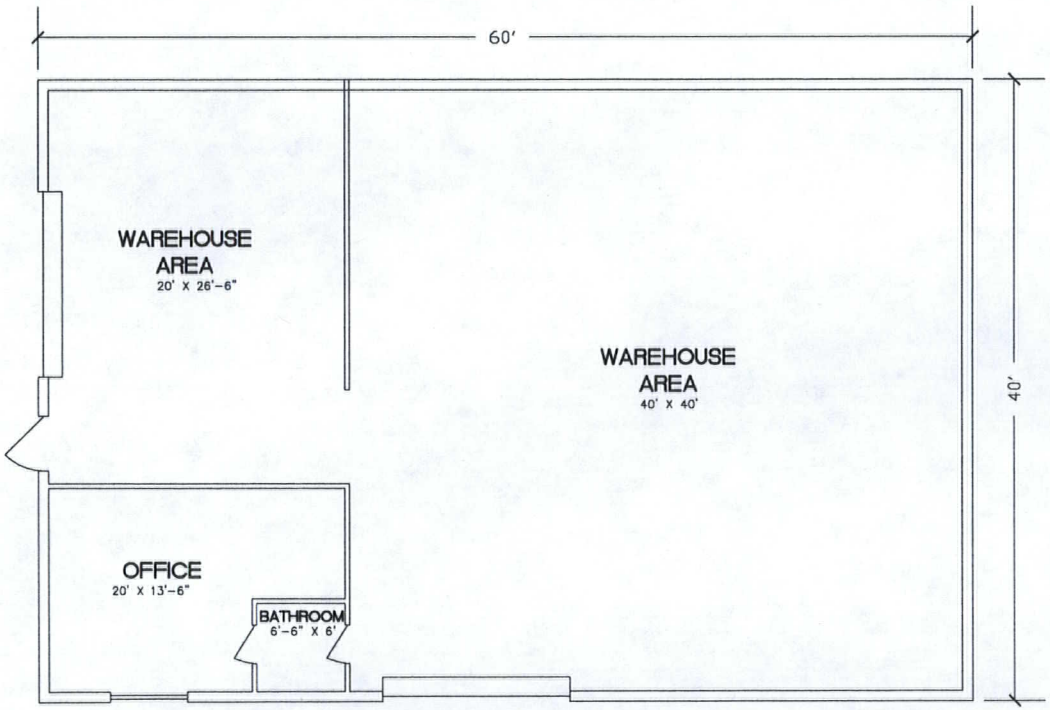
SHEET
FP 1
1 OF 1

RECEIVED
AUG 2 5 2009

SDR-34794
REVISED
09/24/09 PC

SCALE: 1/4" = 1'

WAREHOUSE FLOORPLAN
FOR
AMALGAMATED SAFETY
APN # 139-29-704-026



AMALGAMATED SAFETY

FLOORPLAN

JUNE 5, 2009

SHEET
FP 2
1 OF 1

RECEIVED
AUG 2 5 2009
SDR-34794
REVISED
09/24/09 PC



RECEIVED
JUN 09 2009

SDR-34794
07/23/09 PC



RECEIVED
JUN 09 2009

SDR-34794
07/23/09 PC



SDR-34794 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
AUGUST 27, 2009 PLANNING COMMISSION

06/18/09



SDR-34794 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
AUGUST 27, 2009 PLANNING COMMISSION

06/18/09



SDR-34794 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
AUGUST 27, 2009 PLANNING COMMISSION

06/18/09



SDR-34794 - APPLICANT/OWNER: GEORGE T. LOPEZ
2222 WEST BONANZA ROAD
AUGUST 27, 2009 PLANNING COMMISSION

06/18/09

ASC AMALGAMATED SAFETY CO.

"Keeping Your Highways Informed and Safe"

June 9, 2009

Planning & Development Department
City of Las Vegas
731 S. Fourth Street
Las Vegas NV 89101

RE: Applications for a General Plan Amendment/Rezoning from Mixed Use/C-1 to Industrial/C-M on APL 139-29-704-026, 2222 W. Bonanza Road, located in the general vicinity of the northeast corner of W. Bonanza and Rancho

Staff:

We are seeking a general plan amendment and zone change so that we can continue to operate Amalgamated Safety, my business, in the City of Las Vegas. This business has been in operation at this location since 2004. I have business license(s) for this business at this address, first issued in 2005.

Currently the land is zoned C-1 and has a future land use designation of mixed use per the last approved community plan. There is a small housing development (R-PD 16) immediately to the north of our property. To the east there is a mini-storage business (split zoned C-1/R-1) that has a zero lot line along our mutual property line (west). The property to our immediate west is zoned C-1 and is used as a restaurant.

Amalgamated Safety is involved with traffic control. We install permanent signs on area streets and highways. This work requires that an inventory of signs and other traffic control devices as well as commercial vehicles be kept onsite. The necessary inventory cannot be stored inside within our existing structures as is required under C-1 and C-2 zoning. C-M zoning is the only zoning category which fits the nature and needs of our business.

Other businesses in the immediate area operate under C-M zoning. For example, Fultz Machine Shop, which is located 550 feet east of our location, operates at 2100 W. Bonanza. The businesses at 2041 and 2029 W. Bonanza are also C-M properties that operate manufacturing/ industrial type uses. Furthermore, the City's future land use plan indicates that the properties on the south side of W. Bonanza are light industrial. Furthermore this entire area has been designated as part of the redevelopment zone.

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JUN - 9 2009

SDR-34794
07/23/09 PC

2222 West Bonanza Rd. • Las Vegas, Nevada 89106 • (702) 871-9385 • Fax (702) 871-8425

If the City does not approve the general plan amendment and rezone application, we will be forced to either close our business or relocate. This would create an extreme hardship to the business, our employees and the community. The expenses of moving a business such as this are high. Land designated for industrial type uses is scare in the City.

If the general plan amendment and rezoning are approved, we intend to continue to serve the community. We have been operating this business at this located since 2004 without incident or complaints.

We respectfully submit these applications for your review and approval.

Sincerely

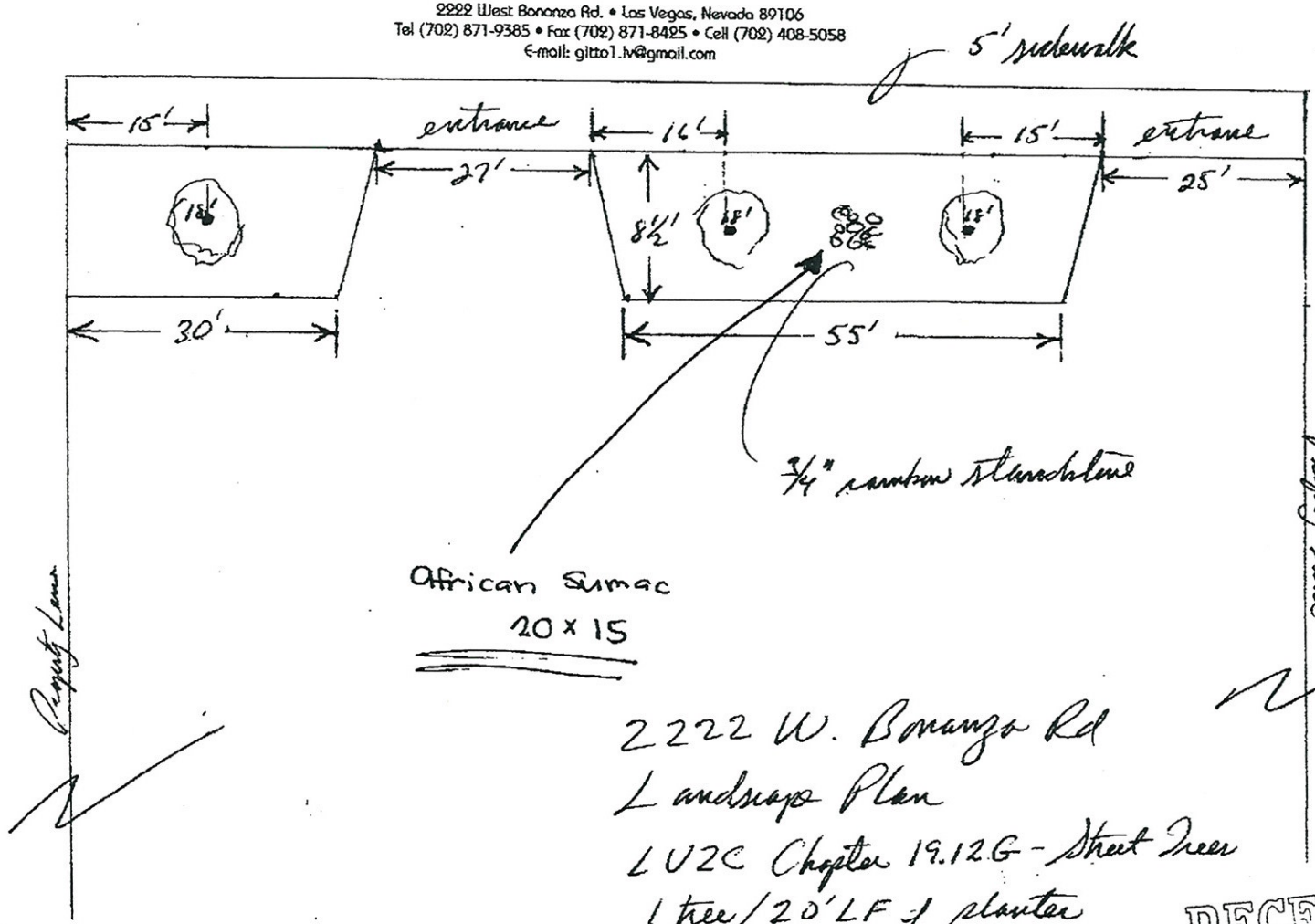
George T. Lopez
President

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JUN - 9 2009

SDR-34794
07/23/09 PC

ASC AMALGAMATED SAFETY CO.
"Keeping Your Highways Informed and Safe"
George T. Lopez
PRESIDENT
2222 West Bonanza Rd. • Las Vegas, Nevada 89106
Tel (702) 871-9385 • Fax (702) 871-8425 • Cell (702) 408-5058
E-mail: gltto1.lv@gmail.com

REVISED



2222 W. Bonanza Rd
Landscape Plan
LVCC Chapter 19.12.G - Street Trees
1 tree / 20' LF of planter

SDR-3474
10-21-09 CC
REVISED

RECEIVED
OCT 19 2009

Submitted after final agenda
Date 10/19/09 Item 71

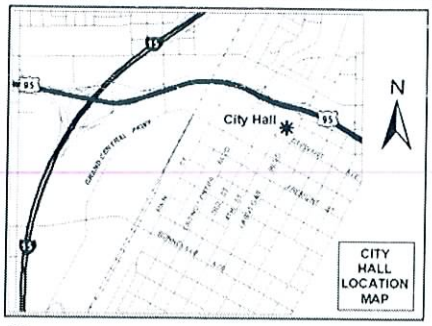
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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
0004279218
$ 00.41⁴
JUL 10 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-34794

Planning Commission Meeting of 7/23/2009

Case: SDR-34794

13929714052
LETTSOME LEONE
2152 SLEEPY CT
LAS VEGAS NV 89106-3697

89106$3697 C023
RTS

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City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

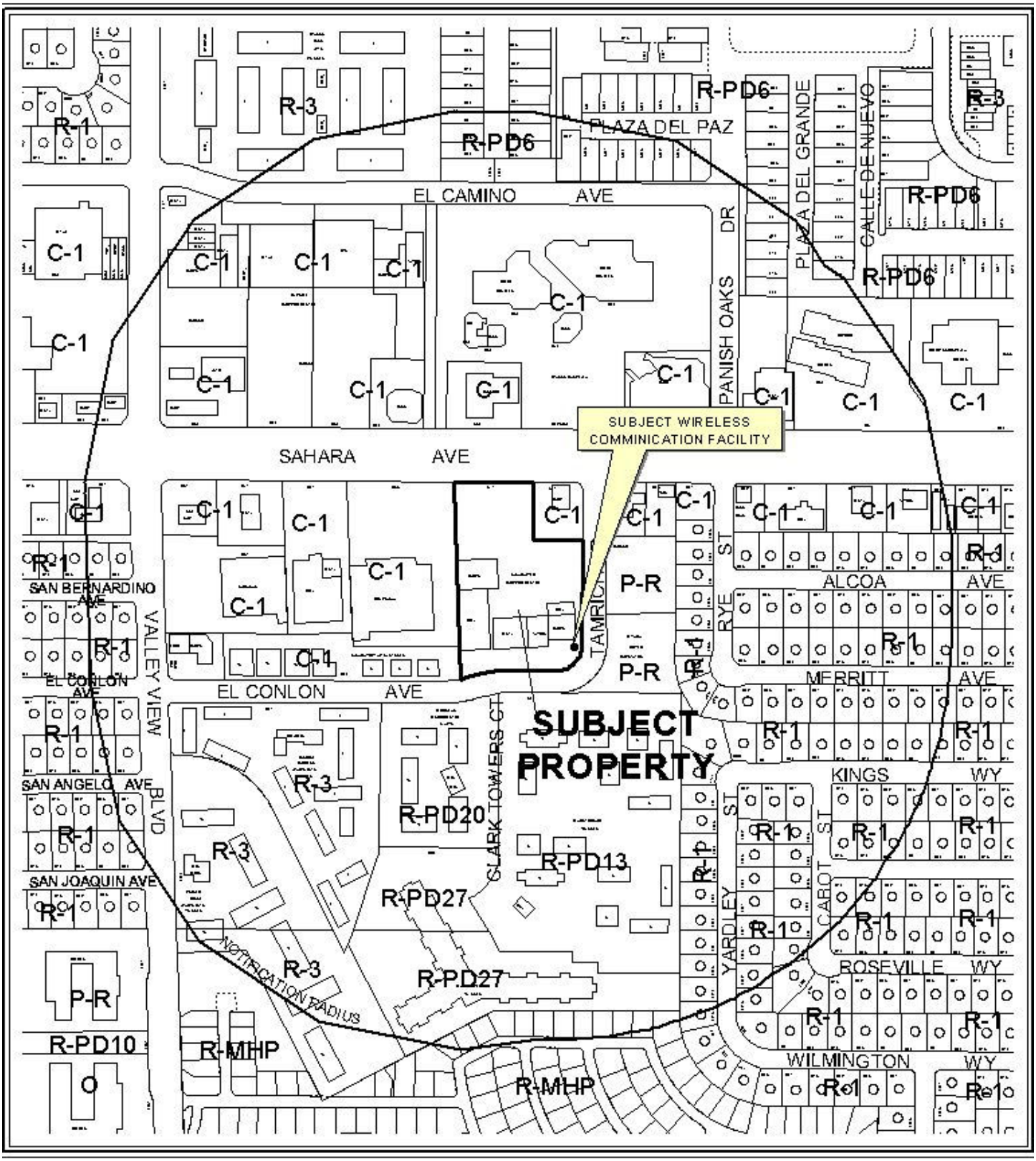
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-35468 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VERIZON WIRELESS, INC. - OWNER: TEDDY ENTERPRISES, LP. – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR THE INSTALLATION OF NINE ANTENNAS ON AN EXISTING 110-FOOT WIRELESS COMMUNICATION FACILITY, NON-STEALTH DESIGN, AT A MAXIMUM HEIGHT OF 112 FEET at 3441 West Sahara Avenue (APN 162-08-110-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-1 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-1 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter filed by KD Dugan & Company
7. Backup referenced from the September 24, 2009 Planning Commission Meeting Item 21



0 300 600 Feet

CASE: **SUP-35468**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



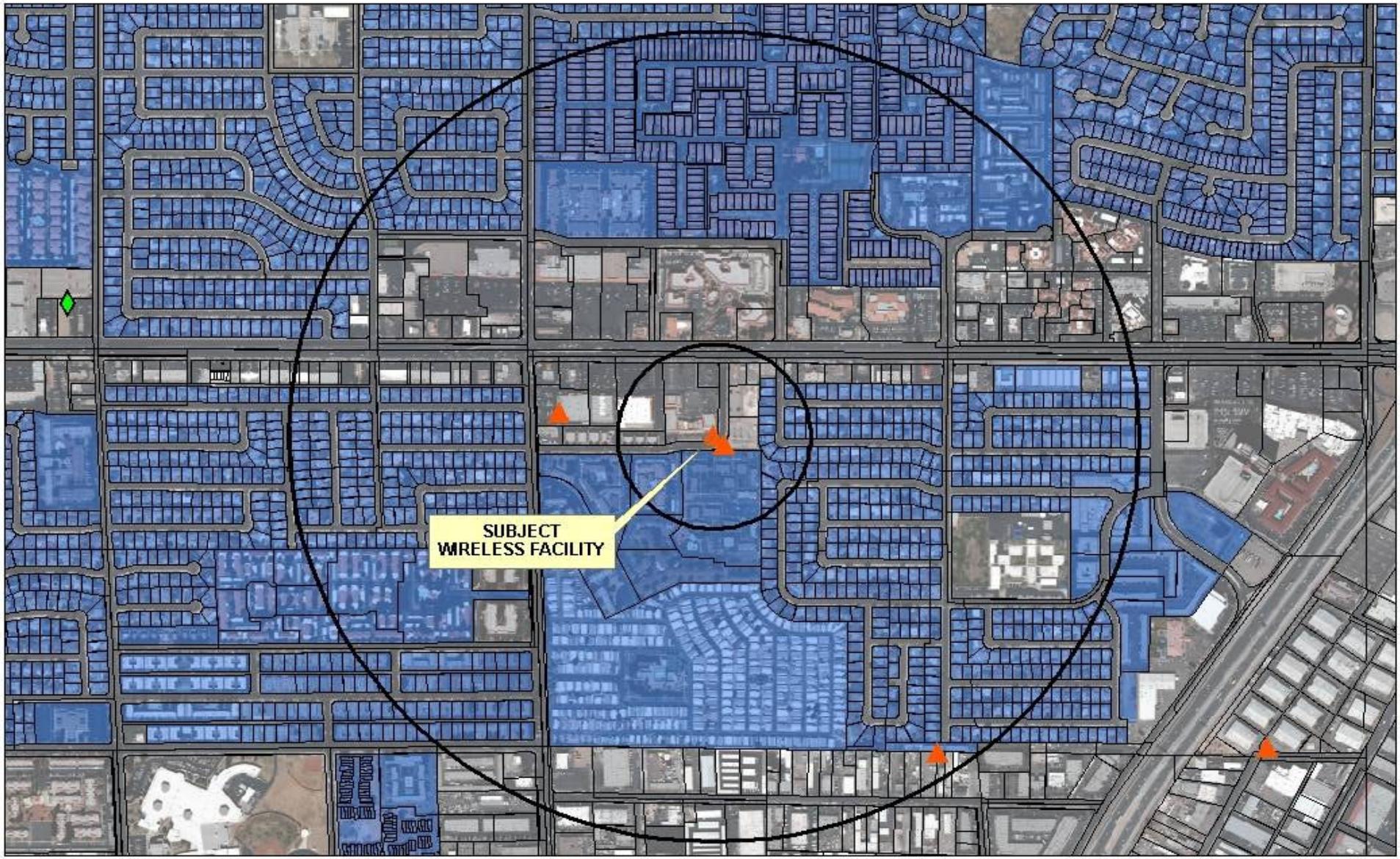
0 300 600 Feet

CASE: **SUP-35468**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-35468

Cell Tower Locations

Non-Stealth

Stealth

Subject Cell Tower

Residential Property

600ft &
1/2 mile Buffer

0 550 1,100 2,200 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-35468 - APPLICANT: VERIZON WIRELESS, INC. - OWNER: TEDDY ENTERPRISES, LP.

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 21, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (5-1/ke vote) and staff recommend DENIAL.

Planning and Development

1. The maximum height of the tower structure and all arrays shall not exceed 110 feet in height.

2. The applicant shall obtain all necessary building permits, pay fees and have a final inspection approved within 60 days of final action.

3. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Wireless Communication Facility, Non-Stealth Design use.

4. 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.

5. The communications monopole and its associated equipment and facility shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications monopole and its associated equipment and facility.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow modifications to existing arrays mounted on an existing 110-foot tall Wireless Communication Facility, Non-Stealth Design (Monopole) at 3441 West Sahara Avenue (building permits were issued for the structure under the 3421 West Sahara Avenue address). The replacement of the existing arrays will incur additional height to the wireless tower up to a total height of 112 feet. The increase in height to the existing wireless communications facility will result in an increased visual impact upon the surrounding community. As proposed, the use cannot be conducted in a harmonious manner; therefore staff is recommending denial of the request. If denied, modifications to the wireless tower cannot be made.

ISSUES

- Building permits were issued, but a final inspection was never completed for the Wireless Communication Facility. A condition bas been added to require that the applicant obtain all necessary building permits and approval of a final inspection within 60 days of final action.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
07/30/86	A deed was recorded for change of ownership.
04/16/03	The City Council approved a request for a Special Use Permit (SUP-1555) to allow a proposed 50-foot tall, 14 foot by 48 foot, Off-Premise Sign. The sign height was limited to 40 feet. Staff and the Planning Commission recommended denial of the request.
04/16/03	The City Council withdrew without prejudice a request for a Variance (VAR-1554) to allow a fifty-foot tall Off-Premise Sign where forty-feet is the maximum height permitted at 3421 West Sahara Avenue. The Planning Commission recommended denied the request.
03/28/07	The Planning and Development Department administratively approved of a Site Development Review Plan (SDR-20343) to allow a proposed co-location of antennas on an existing 110-foot wireless communication facility, non-stealth at 3441 West Sahara Avenue. No permits were ever issued, the Site Development Review expired 04/26/07.

12/17/08	The City Council approved a required Three Year Review of an approved Special Use Permit (SUP-1555) for a 40-foot tall, 14-foot by 48-foot, Off-Premise Sign at 3421 West Sahara Avenue. This Special Use Permit would expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.
05/04/09	The Planning and Development Department administratively approved of a Minor Site Development Plan Review (SDR-34222) to remove twelve (12) antennas and relocate nine (9) of those antennas from the 108-foot centerline to the 78'-6" centerline of an existing 110-foot wireless communication facility, non-stealth design (monopole) located at 3421 West Sahara Avenue.
06/23/09	The Planning and Development Department administratively denied a request for a Minor Site Development Plan Review (SDR-34690) for the removal and replacement of three (3) antennas at the 109'-6" centerline of an existing 110-foot Wireless Communication Facility, Non-Stealth Design (Monopole) located at 3441 West Sahara Avenue; could not be approved administratively and a Special Use Permit application will be required prior to submittal of building permits.
09/24/09	The Planning Commission voted 5-1/ke to recommend DENIAL (PC Agenda Item #21/ao).
Related Building Permits/Business Licenses	
03/15/95	A building permit (#95370378) was issued for the foundation and monopole at 3421 West Sahara Avenue. The permit expired on 09/16/95 and was never finalized.
03/15/95	A building permit (#95370379) was issued for the foundation and 12 feet by 28 feet modular building at 3421 West Sahara Avenue. The permit expired on 09/16/95 and was never finalized.
03/23/95	A building permit (#95368197) was issued for prefabricated equipment shelter monopole and radio tower at 3421 West Sahara Avenue. The permit was 02/24/95.
05/21/07	Application for building permit (#106086) was processed for a collocation of antennas to an existing communication tower at 3441 West Sahara Avenue. The permit was never issued.
07/3107	A building permit (#23633) was issued for power service installation for Clearwire Broadband-3441 W Sahara Ave. The permit was finalized on 08/01/07.
Pre-Application Meeting	
A pre-application meeting was not required, nor was one conducted.	
Neighborhood Meeting	
A neighborhood meeting was not held, not was one required.	

Field Check	
08/20/09	A field check was performed and a Wireless Communication Facility with a 110-foot high non-stealth monopole was noted as being located behind an existing shopping center.

Details of Application Request	
Site Area	
Gross Acres	3.50

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	Apartments	ML (Medium Low Density Residential) and M (Medium Density Residential)	R-PD13 (Residential Planned Development-13 Unit per Acre)
East	Electrical Substation, Financial Institution, Specified and Parking Lot	PF (Public Facilities) and SC (Service Commercial)	P-R (Professional Office and Parking) and C-1 (Limited Commercial)
West	Apartments and Retail Commercial	M (Medium Density Residential) and 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	X		Y
A-O (Airport Overlay) District	X		Y
Trails		X	N
Rural Preservation Overlay District		X	N
Development Impact Notification Assessment		X	N
Project of Regional Significance		X	N

ANALYSIS

The existing monopole and its support facility are located near the rear of an existing Shopping Center. The applicant is applying for a Special Use Permit as the result of a denial of a request for a minor Site Development Plan Review (SDR-34690). The applicant is proposing to replace six, four-foot existing wireless panels with three new eight-foot panels. The modification increases the height of the existing monopole by two feet to a total height of 112.

A research of the building permit history found that a building permit for the wireless tower has never been finalized. The wireless tower has permits for the equipment shelter, however, the permits for the foundation and the monopole expired shortly after being issued. The wireless tower is legally non-conforming for the 600-foot minimum distance separation required from another tower located approximately 85 feet to the southeast, as both towers were constructed prior to the requirement.

Residential adjacency standards are not applicable for the residential planned development property located south of the subject wireless tower. If denied, the proposed modifications could not be made and the wireless tower would remain in its existing state. Building permits and a final inspection will be required for the tower. In addition to the need for the necessary building permits and final inspection, staff recommends denial of the request because the proposed modifications will increase the height of the wireless tower.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed modifications will increase the height of the existing wireless communications facility and will result in a greater visual impact upon the surrounding community. As such, the use cannot be conducted in a harmonious manner and staff is recommending denial of this application.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is not physically suitable for the type and intensity of the proposed use proposed, as the addition of larger panels to the Wireless Communication Facility would create a visual intrusion.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   The site is accessed by two existing driveways to Tamrich Drive and El Conlon Avenue. Both are 60-foot local streets, as the wireless facility is existing, and there is little traffic associated with it, access to the site is adequate.

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 wireless facility will be subject to permitting, inspections and licensing by the City of Las Vegas, and will not compromise the health, safety, and welfare, or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use does not meet all conditional use regulations, per Title 19.04, making this request for a Special Use Permit necessary.

PLANNING COMMISSION ACTION

There was one speaker in protest of this project at the Planning Commission Meeting and additional protests submitted.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

ASSEMBLY DISTRICT 10

SENATE DISTRICT 3

NOTICES MAILED 511 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-35468** APN: 162 08 110 001

Name of Property Owner: Teddy Enterprises

Name of Applicant: Verizon Wireless

Name of Representative: Kevin Dugan

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: Stephen A Wong

Print Name: Stephen A. Wong

Subscribed and sworn before me

This 31st day of July, 2009

Notary Public in and for said County and State

RICHARD CRAIG
COMM. #1746914
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
COMM. EXPIRES JUNE 8, 2011

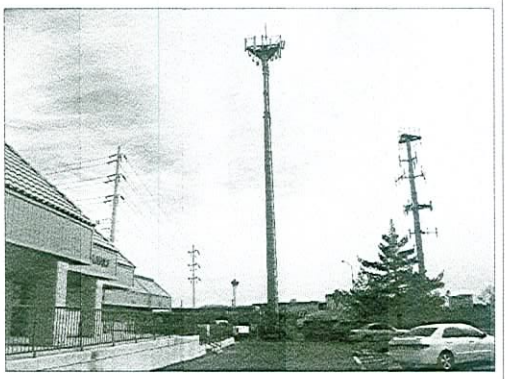
verizon wireless

RECEIVED
AUG 05 2009

LSV SPANISH OAKS

3421 WEST SAHARA AVE
LAS VEGAS, NEVADA 89102

SITE PHOTO



verizon wireless
120 W. GEMINI DR.
TEMPE, AZ 85283

CMX
2100 W. RAY RD.
SUITE 201
CHANDLER, AZ. 85224
TEL (480) 940-1900 FAX (480) 940-1919

DRAWING APPROVALS

SITE ACQUISITION/ PROPERTY:

CONSTRUCTION MANAGER:

VERIZON WIRELESS RF ENGINEER:

SIGNATURES

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
F	-	-
E	-	-
D	-	-
C	-	-
B	-	-
A	-	-
0	07/29/09	100% ZD'S FOR REVIEW

DRAWN BY: KMM CHECKED BY: MP

CMX JOB NO: SEE PLAN 0000027701

PROJECT NAME:

LSV SPANISH OAKS
3421 WEST SAHARA AVE
LAS VEGAS, NEVADA 89102

ENGINEERING SEAL:

ZONING APPROVAL ONLY
NOT FOR CONSTRUCTION

DRAWING TITLE:

TITLE SHEET

DRAWING SHEET:

T-1



VICINITY MAP
SCALE: NOT TO SCALE

DIRECTIONS:

START AT VERIZON WIRELESS 475 ROCK QUARRY WAY, NORTH LAS VEGAS 89032
HEAD WEST ON ROCK QUARRY WAY TOWARD ENGELSTAD ST ..... 85 FT
TURN LEFT AT ENGELSTAD ST ..... 0.3 MI
TURN LEFT AT W CHEYENNE AVE ..... 1.2 MI
TAKE THE RAMP ONTO I-15 S/US-93 S ..... 5.6 MI
CONTINUE TO FOLLOW I-15 S ..... 0.1 MI
TAKE EXIT 40 TOWARD SAHARA AVE ..... 499 FT
KEEP RIGHT AT THE FORK TO CONTINUE TOWARD NV-589/W SAHARA AVE ..... 1.2 MI
KEEP RIGHT AT THE FORK, MERGE ONTO NV-589/W SAHARA AVE ..... 0.2 MI
MAKE A U-TURN AT S VALLEY VIEW BLVD
DESTINATION WILL BE ON THE RIGHT

THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE. SEE SHEET T-2 FOR ADDITIONAL NOTES.

GENERAL NOTES

SITE LOCATION INFORMATION

SITE NAME:	LSV SPANISH OAKS
SITE ADDRESS:	3421 WEST SAHARA AVE LAS VEGAS, NEVADA 89102
APN #	162-08-110-001
COORDINATES:	LAT: 36.142898 LONG: -115.186852
CURRENT ZONING:	C-1
JURISDICTION:	CITY OF LAS VEGAS
APPLICANT :	VERIZON WIRELESS 475 ROCK QUARRY WAY NORTH LAS VEGAS, NV 89032
APPLICANT CONTACT:	KD DUGAN & CO. KEVIN DUGAN (602) 531-8002
PROPERTY OWNER:	TEDDY ENTERPRISES & ASSOCIATES
OWNER CONTACT:	

PROJECT INFORMATION:

OCCUPANCY GROUP:	N/A
TYPE OF CONSTRUCTION:	
ACCESSIBILITY REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, HANDICAPPED ACCESS NOT REQUIRED
POWER COMPANY:	NV ENERGY
CONTACT:	(702) 633-8403
TELCO COMPANY:	EMBARQ

CLIENT:
VERIZON WIRELESS
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032
JIM JOHNSON (702) 379-5007

ENGINEERING SERVICES:
CMX
2800 W SAHARA AVE BLDG. 2 SUITE F
LAS VEGAS, NV 89102
CONTACT: SHANE APICHUELA
E-MAIL: sarchuleta@cmxengineering.com
PHONE: (702) 220-4901

AGENT:
KD DUGAN & CO.
KEVIN DUGAN
(602) 531-8002

TOWER ANALYSIS:
TOWERCOM TECHNOLOGIES, LLC
767 N. STAR ROAD
STAR, ID 83669
CONTACT: JASON DICKMAN
PHONE: (208) 286-0266

PROJECT TEAM

NORTH = C-1
SOUTH = R-PD20
EAST = P-R
WEST = C-1

SURROUNDING ZONING

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION	REV.	ISSUE
T-1	TITLE SHEET	0	07/29/09
Z-1	OVERALL SITE PLAN	0	07/29/09
Z-2	SITE PLAN	0	07/29/09
Z-3	EXISTING ANTENNA LAYOUT, PROPOSED ANTENNA LAYOUT	0	07/29/09
Z-4	EXISTING SOUTH ELEVATION, PROPOSED SOUTH ELEVATION	0	07/29/09
Z-5	EXISTING WEST ELEVATION, PROPOSED WEST ELEVATION	0	07/29/09
Z-6	EXISTING EAST ELEVATION, PROPOSED EAST ELEVATION	0	07/29/09

THIS PROJECT CONSISTS OF:

REPLACEMENT OF VERIZON WIRELESS ANTENNAS ON EXISTING VERIZON WIRELESS PLATFORM, REDUCING TOTAL NUMBER OF ANTENNAS FROM 12 TO 9 TOTAL.

PROJECT DESCRIPTION

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.

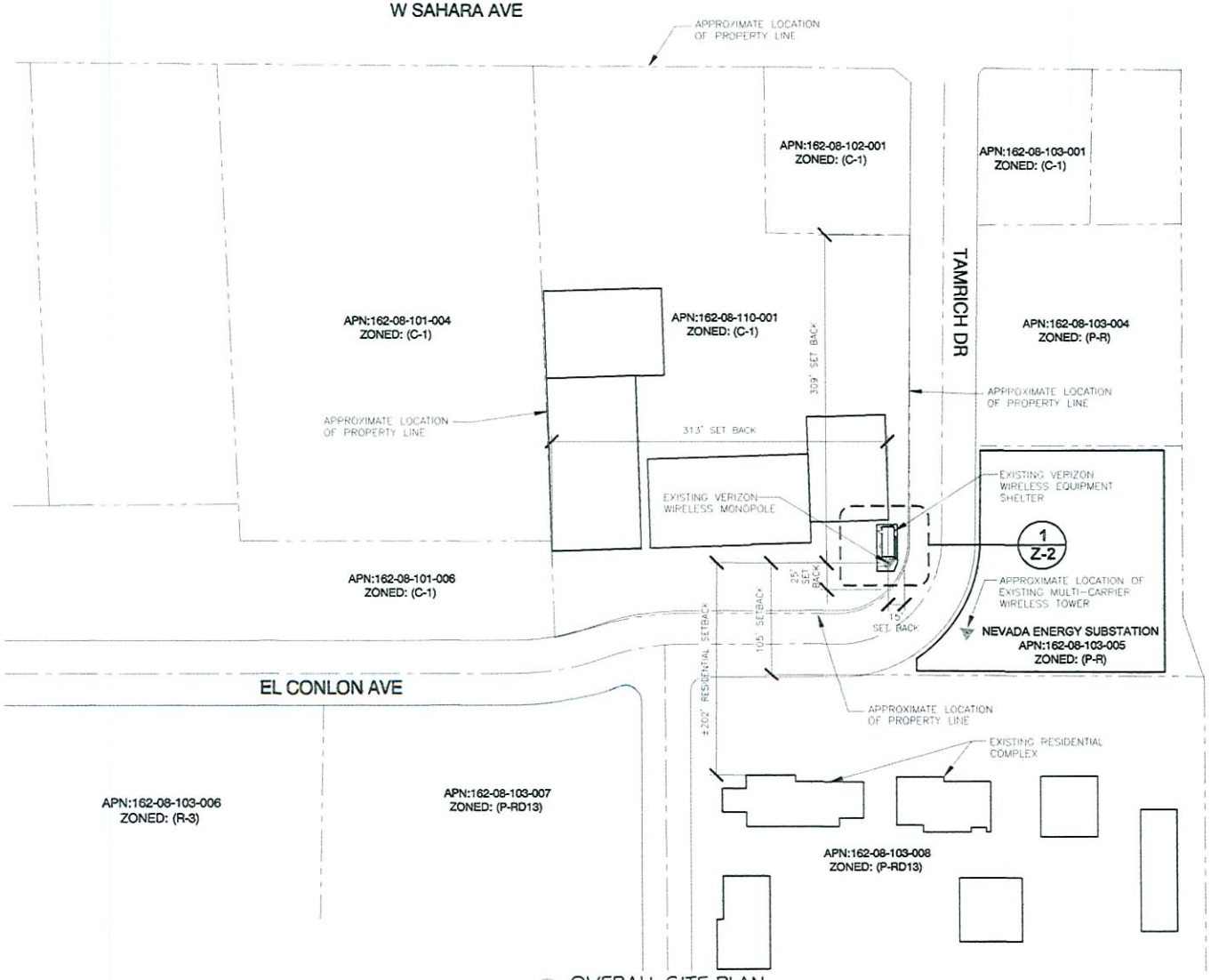
INTERNATIONAL BUILDING CODE (IBC) 2006 EDITION
WITH NEVADA STATE AMENDMENTS
NATIONAL ELECTRIC CODE (NEC) 2005 EDITION
ANSI/EIA/TIA-222F STANDARDS FOR BROADCAST STRUCTURES
LOCAL CODES AND ORDINANCES

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

JURISDICTION: CITY OF LAS VEGAS

CODE COMPLIANCE

SUP-35468
09/24/09 PC



1 OVERALL SITE PLAN
SCALE: 1"=100'-0"
0' 25' 50' 100'

verizon wireless
120 W. GEMINI DR.
TEMPE, AZ 85283

CMX
2100 W. RAY RD.
SUITE 201
CHANDLER, AZ. 85224
TEL (480) 348-1100 FAX (480) 348-1010

DRAWING APPROVALS

SITE ACQUISITION/ PROPERTY:

CONSTRUCTION MANAGER:

VERIZON WIRELESS RF ENGINEER:

SIGNATURES

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1		
0	07/29/09	100% ZD'S FOR REVIEW

DRAWN BY: KMM CHECKED BY: MP
CMX JOB NO: SEE PLAN 090052701

PROJECT NAME:
LSV SPANISH OAKS
3421 WEST SAHARA AVE
LAS VEGAS, NEVADA 89102

ENGINEERING SEAL:

ZONING APPROVAL ONLY
NOT FOR CONSTRUCTION

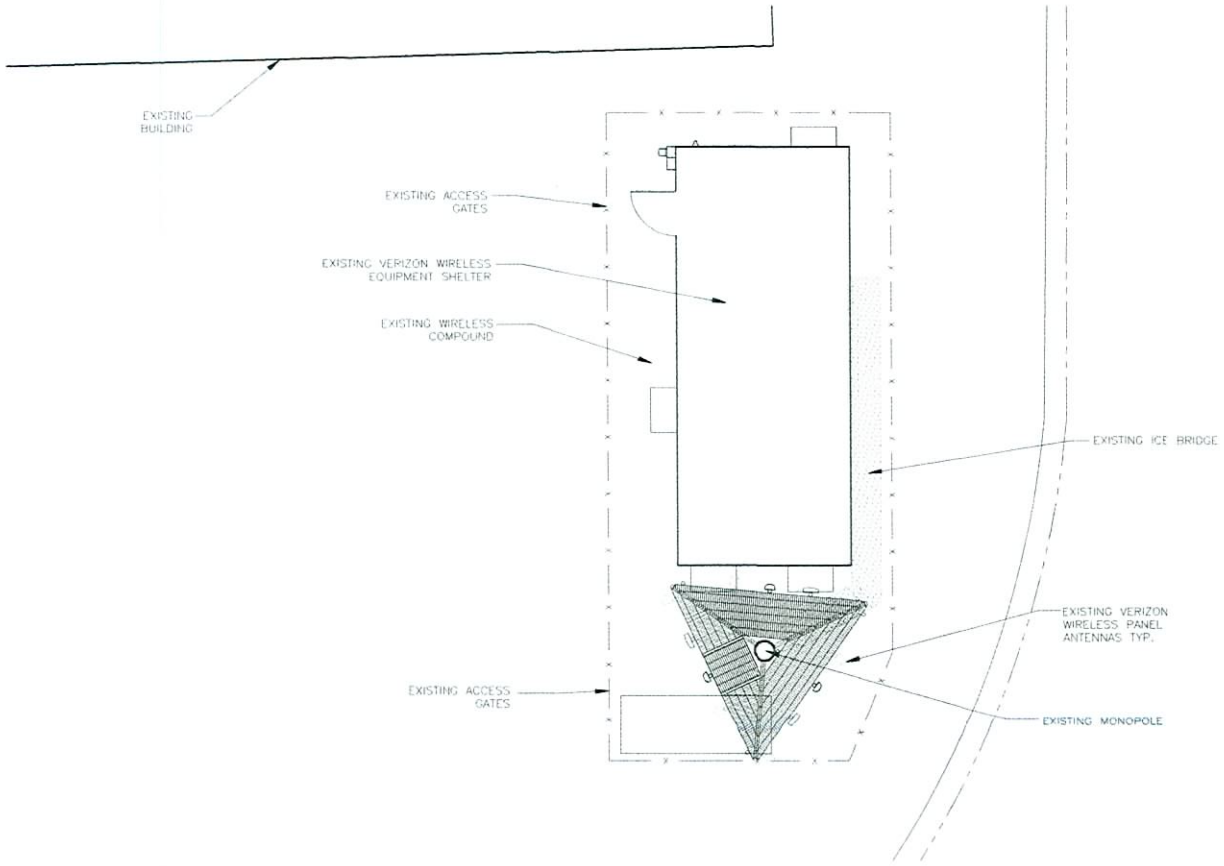
DRAWING TITLE:
OVERALL SITE PLAN

DRAWING SHEET:
Z-1

TRUE NORTH

RECEIVED
AUG 05 2009

SUP-35468
09/24/09 PC



1 SITE PLAN
SCALE: 1/8"=1'-0"
0' 1' 2' 4' 8'

verizonwireless
120 W. GEMINI DR.
TEMPE, AZ 85283

CMX
2190 W. RAY RD.
SUITE 201
CHANDLER, AZ. 85224
TEL (480) 940-1900 FAX (480) 940-1918
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • TEXAS

DRAWING APPROVALS

SITE ACQUISITION/ PROPERTY:

CONSTRUCTION MANAGER:

VERIZON WIRELESS RF ENGINEER:

SIGNATURES

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	–	–
6	–	–
5	–	–
4	–	–
3	–	–
2	–	–
1		
0	07/29/09	100% ZD'S FOR REVIEW

DRAWN BY: KMM CHECKED BY: MP
CMX JOB NO: SEE PLAN 090052701

PROJECT NAME:

LSV SPANISH OAKS
3421 WEST SAHARA AVE
LAS VEGAS, NEVADA 89102

ENGINEERING SEAL:

ZONING APPROVAL ONLY
NOT FOR CONSTRUCTION

DRAWING TITLE:

OVERALL SITE PLAN

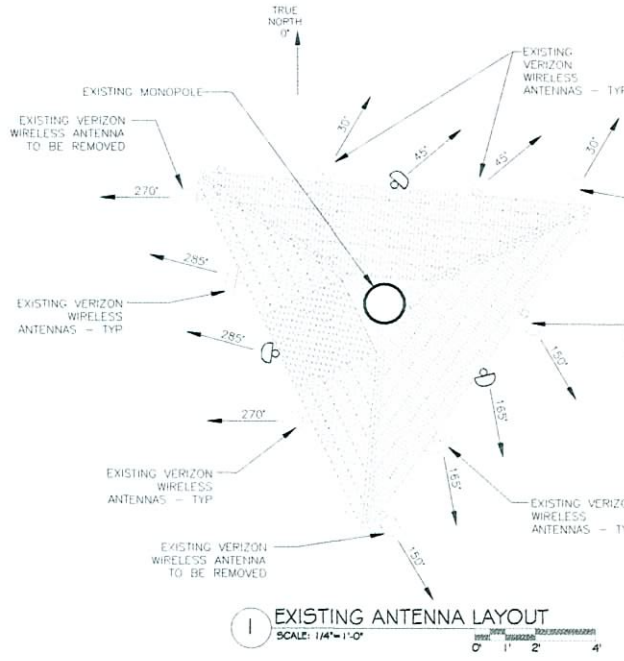
DRAWING SHEET:

Z-2

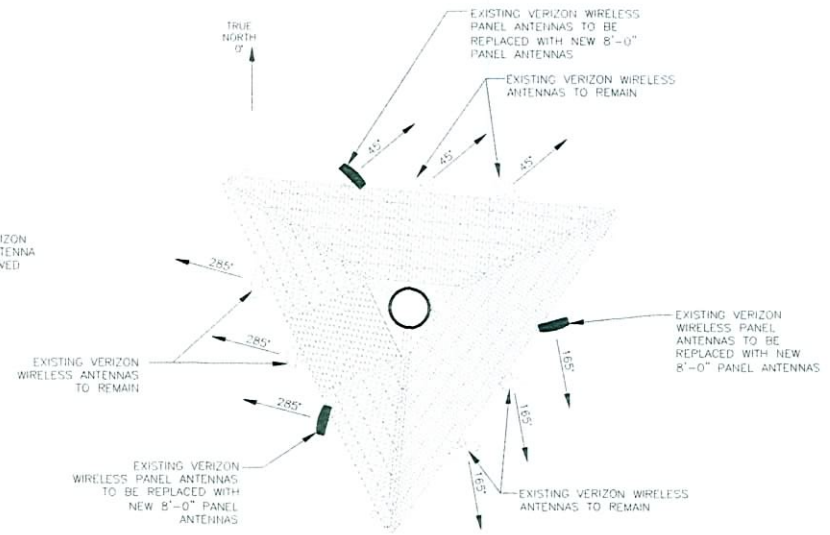
TRUE NORTH

RECEIVED
AUG 05 2009

SUP-35468
09/24/09 PC



1 EXISTING ANTENNA LAYOUT
SCALE: 1/4"=1'-0"
0' 1' 2' 4'



2 PROPOSED ANTENNA LAYOUT
SCALE: 1/4"=1'-0"
0' 1' 2' 4'

NEW ANTENNA CONFIGURATION.

	Face	Ant Pos	Qty	Manufacturer	Antenna Model	CL	AZ	MDT	AEDT	Coax Qty	Size	Model
n/a	1	1	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
REPLACE	1	2	1	ANDREW	LNX-6515-DS-VTM	107	45	0	TBD	2	7/8	AVA5
EXISTING	1	3	1	POWERWAVE	7477.06	108	45	1	0	2	7/8	AVA5
EXISTING	1	4	1	ANTEL	BXA-185060/12CF 2°	108	45	5	0	2	7/8	AVA5
n/a	2	1	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
REPLACE	2	2	1	ANDREW	LNX-6515-DS-VTM	107	165	0	TBD	2	7/8	AVA5
EXISTING	2	3	1	POWERWAVE	7477.06	108	165	1	0	2	7/8	AVA5
EXISTING	2	4	1	ANTEL	BXA-185060/12CF 2°	108	165	5	0	2	7/8	AVA5
n/a	3	1	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
REPLACE	3	2	1	ANDREW	LNX-6515-DS-VTM	107	285	0	TBD	2	7/8	AVA5
EXISTING	3	3	1	POWERWAVE	7477.06	108	285	0	0	2	7/8	AVA5
EXISTING	3	4	1	ANTEL	BXA-185060/12CF 2°	108	285	5	0	2	7/8	AVA5

RECEIVED
AUG 05 2009

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

CMX
2100 W. RAY RD.
SUITE 203
CHANDLER, AZ. 85224
TEL. (480) 348-1660 FAX (480) 348-1515

DRAWING APPROVALS

SITE ACQUISITION: (PROPERTY)

CONSTRUCTION MANAGER:

VERIZON WIRELESS RF ENGINEER:

SIGNATURES

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
F	--	--
E	--	--
D	--	--
C	--	--
B	--	--
A	--	--
1		
0	07/29/09	100% ZD'S FOR REVIEW

DRAWN BY: KMM CHECKED BY: MP

CMX JOB NO: SEE PLAN 090052701

PROJECT NAME:

LSV SPANISH OAKS

3421 WEST SAHARA AVE
LAS VEGAS, NEVADA 89102

ENGINEERING SEAL:

ZONING APPROVAL ONLY
NOT FOR CONSTRUCTION

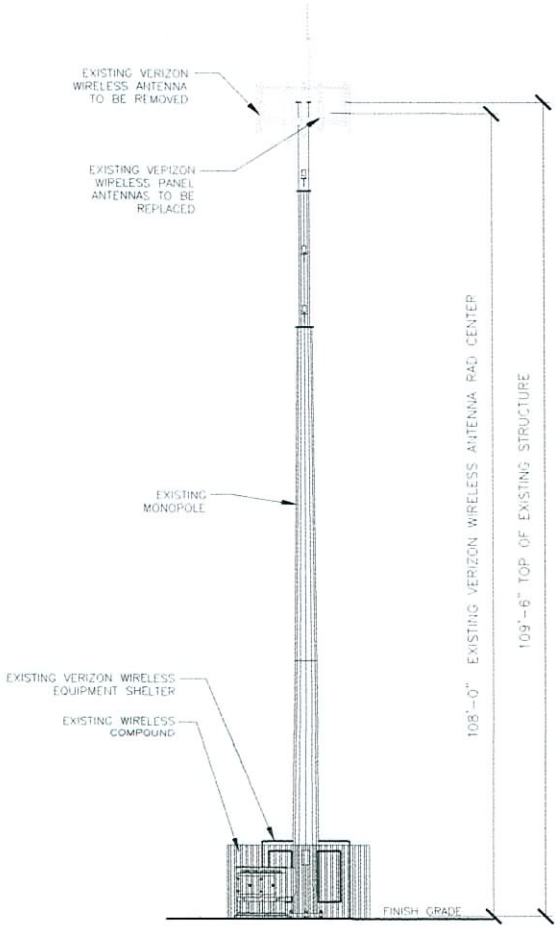
DRAWING TITLE:

ANTENNA LAYOUT

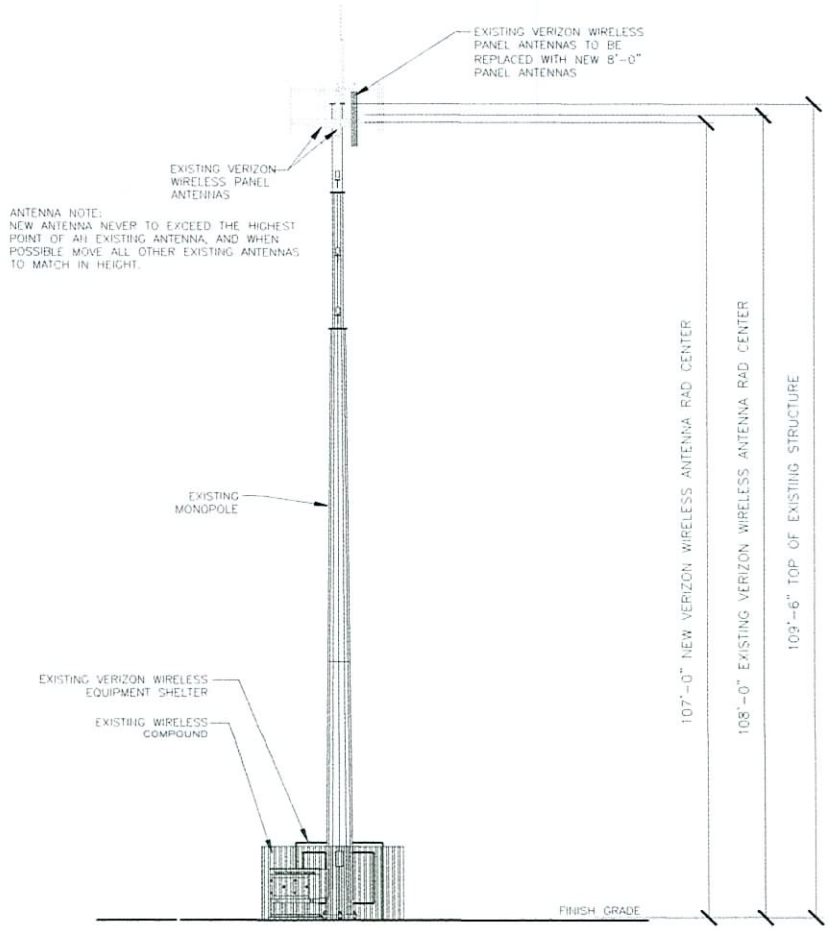
DRAWING SHEET:

Z-3

SUP-35468
09/24/09 PC



1 EXISTING SOUTH ELEVATION
SCALE: 1/16"=1'-0"



2 PROPOSED SOUTH ELEVATION
SCALE: 1/16"=1'-0"

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verizon wireless
120 W. GEMINI DR.
TEMPE, AZ 85283

CMX
2100 W. RAY RD.
SUITE 203
CHANDLER, AZ 85224
TEL (480) 648-1980 FAX (480) 648-1916
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • VIRGINIA

DRAWING APPROVALS

SITE ACQUISITION/ PROPERTY:

CONSTRUCTION MANAGER:

VERIZON WIRELESS RF ENGINEER:

SIGNATURES

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1		
0	07/29/09	100% ZD'S FOR REVIEW

DRAWN BY: KMM | CHECKED BY: MP

CMX JOB NO: SEE PLAN | 090053701

PROJECT NAME:

LSV SPANISH OAKS

3421 WEST SAHARA AVE
LAS VEGAS, NEVADA 89102

ENGINEERING SEAL:

ZONING APPROVAL ONLY
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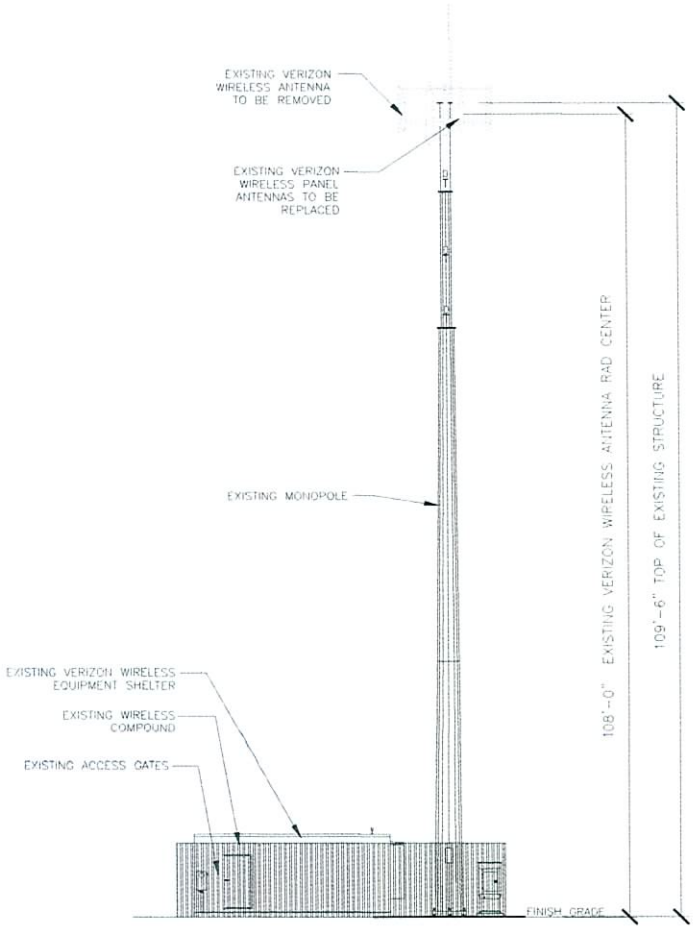
DRAWING TITLE:

SITE ELEVATIONS

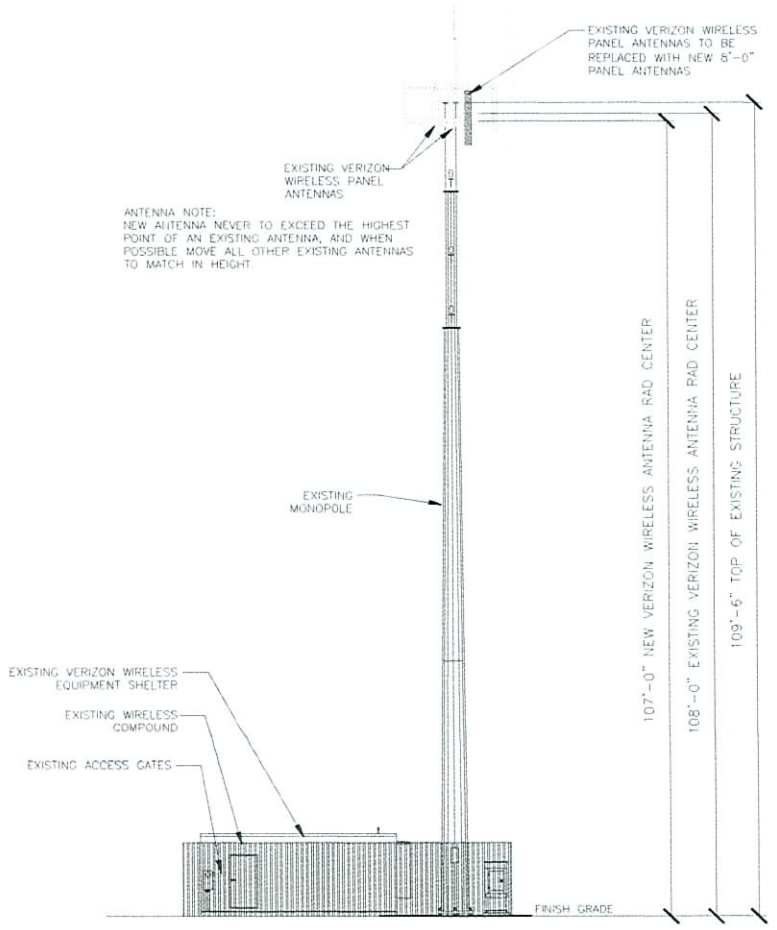
DRAWING SHEET:

Z-4

SUP-35468
09/24/09 PC



1 EXISTING WEST ELEVATION
SCALE: 1/16"=1'-0"
0' 2' 4' 8' 16'



2 PROPOSED WEST ELEVATION
SCALE: 1/16"=1'-0"
0' 2' 4' 8' 16'

RECEIVED
AUG 05 2009

verizonwireless
120 W. GEMINI DR.
TEMPE, AZ 85283

CMX
2100 W. RAY RD.
SUITE 201
CHANDLER, AZ. 85224
TEL (480) 348-1500 FAX (480) 348-1512
ARIZONA • FLORIDA • MARYLAND • NEVADA • NEW JERSEY
NEW YORK • PENNSYLVANIA • TEXAS

DRAWING APPROVALS

SITE ACQUISITION/ PROPERTY:

CONSTRUCTION MANAGER:

VERIZON WIRELESS RF ENGINEER:

SIGNATURES

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REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-
0	07/29/09	100% ZD'S FOR REVIEW

DRAWN BY: KMM CHECKED BY: MP

CMX JOB NO: SEE PLAN 090063701

PROJECT NAME:

LSV SPANISH OAKS
3421 WEST SAHARA AVE
LAS VEGAS, NEVADA 89102

ENGINEERING SEAL:

ZONING APPROVAL ONLY
NOT FOR CONSTRUCTION

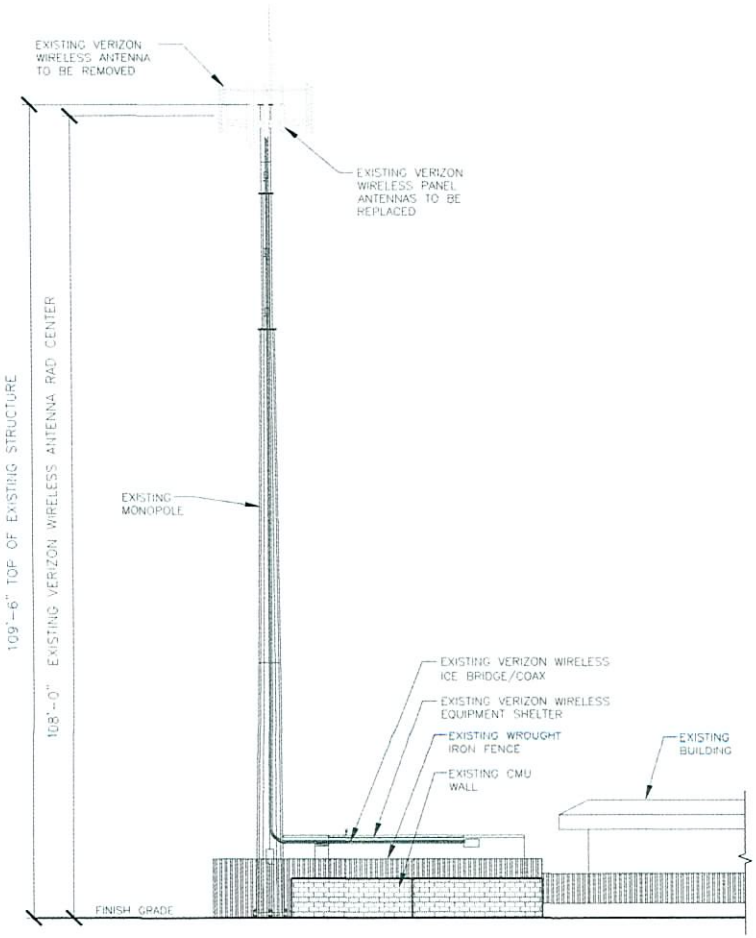
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SITE ELEVATIONS

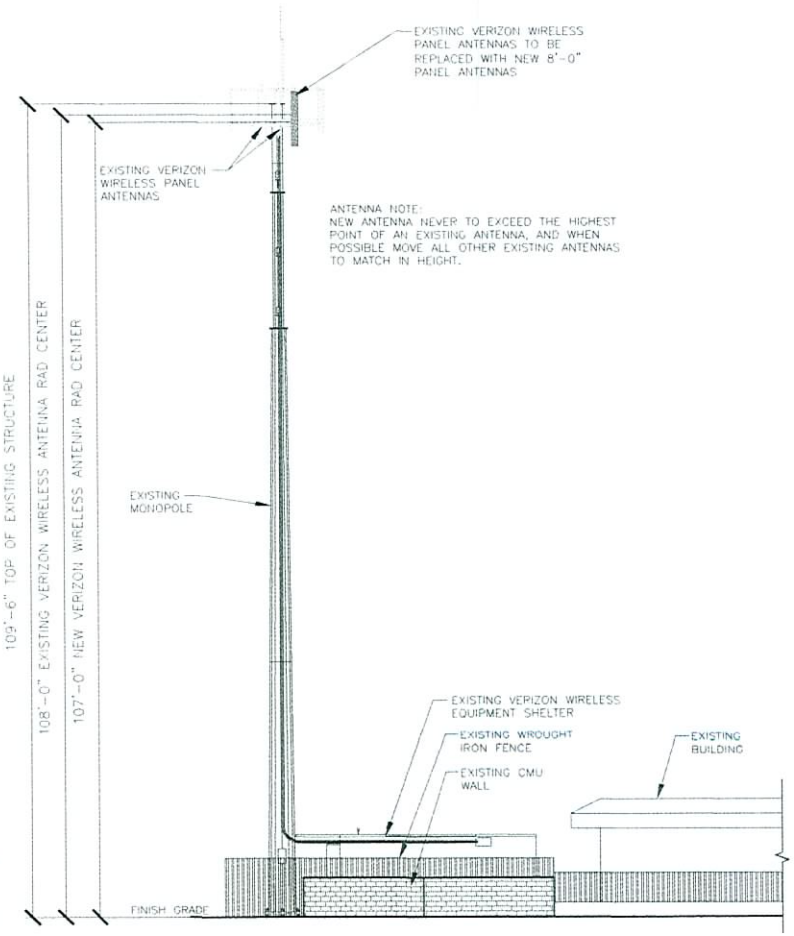
DRAWING SHEET:

Z-5

SUP-35468
09/24/09 PC



1 EXISTING EAST ELEVATION
SCALE: 1/16"=1'-0"
0' 2' 4' 8' 16'



2 PROPOSED EAST ELEVATION
SCALE: 1/16"=1'-0"
0' 2' 4' 8' 16'

verizonwireless
126 W. GEMINI DR.
TEMPE, AZ 85283

CMX
2100 W. RAY RD.
SUITE 201
CHANDLER, AZ. 85224
TEL (480) 940-1900 FAX (480) 940-1910

DRAWING APPROVALS

SITE ACQUISITION/ PROPERTY:

CONSTRUCTION MANAGER:

VERIZON WIRELESS RF ENGINEER:

SIGNATURES

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1		
0	07/29/09	100% ZD'S FOR REVIEW

DRAWN BY: KMM CHECKED BY: MP
CMX JOB NO: SEE PLAN 0000527701

PROJECT NAME:

LSV SPANISH OAKS
3421 WEST SAHARA AVE
LAS VEGAS, NEVADA 89102

ENGINEERING SEAL:

ZONING APPROVAL ONLY
NOT FOR CONSTRUCTION

DRAWING TITLE:

SITE ELEVATIONS

DRAWING SHEET:

Z-6

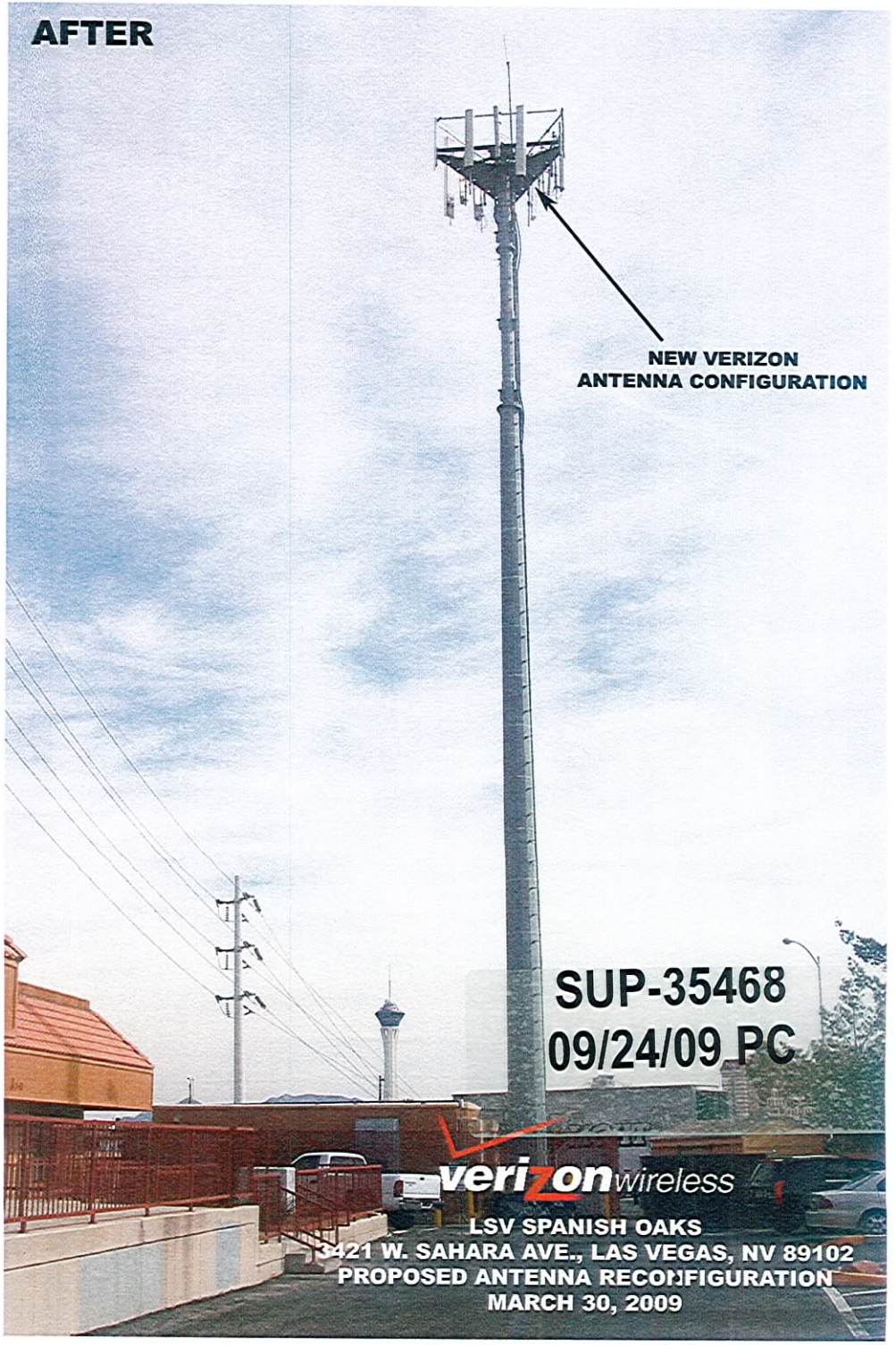
RECEIVED
AUG 05 2009

SUP-35468
09/24/09 PC

BEFORE



AFTER





SUP-35468 - APPLICANT: VERIZON WIRELESS, INC. - OWNER: TEDDY ENTERPRISES, LP.
3441 WEST SAHARA AVENUE
SEPTEMBER 24, 2009 PLANNING COMMISSION

08/20/09



SUP-35468 - APPLICANT: VERIZON WIRELESS, INC. - OWNER: TEDDY ENTERPRISES, LP.
3441 WEST SAHARA AVENUE
SEPTEMBER 24, 2009 PLANNING COMMISSION

08/20/09

KD DUGAN & CO.
Real Estate Consulting & Network Development

verizonwireless

August 5, 2009

City of Las Vegas
Planning & Development
731 4th Street
Las Vegas, NV 89101

RE: Justification Letter for Special Use Permit
Wireless Communications Facility
Verizon Wireless Site: LSV Spanish Oaks
APN#: 162-08-110-001
3421 W. Sahara – Las Vegas, NV 89102

RECEIVED
AUG 05 2009

SUMMARY:

Verizon Wireless is requesting approval of a Special Use Permit to allow for antenna modifications to an existing wireless facility. The proposed modifications to the cell site are as follows:

- Removal of six (6) four (4') Ft., DB844H90-XY antennas at the top of the tower and replace them with three (3) eight (8') Ft., Andrew LNX-6515-DS-VTM antennas on VZW's existing monopole.
- The current configuration of twelve (12) antennas at a the top of Verizon Wireless'109'-6" monopole will be modified to allow for nine (9) antennas at a height not to exceed the existing height of the current antenna configuration.
- The change out of antennas is necessary in order to deploy new G4 Technology to the Las Vegas Market.

The subject property is a strip retail center owned by Teddy Enterprises, and is zoned C-1, with surrounding zoning of C-1, R-PD13, R-PD20 and P-R. Nevada Energy has a substation located just to the west.

PURPOSE & BENEFIT:

The change in the antennas is necessary to provide current technology and seamless coverage to customers living and driving through the area. The general public, local businesses, governmental agencies, as well as emergency services rely and are users of wireless technology that allows for the transmission of reliable voice and data.

Approval of these modifications will not be detrimental to the health, safety or general welfare of anyone residing, working or traveling through the area, or harmful to property or improvements. The Federal Communications Commission has determined that wireless communication systems serve the national interest and are beneficial to the general public. The site is unmanned.

SUP-35468
09/24/09 PC

SITE IMPROVEMENTS:

Verizon Wireless' site LSV Spanish Oaks has been in operation since 1995, and consists of; a 109'-6" monopole, equipment shelter and emergency generator, located inside of existing rod iron fencing. Modifications to the site will reduce the number of antennas on the tower, and the overall height and appearance of the communication facility will not change.

Approval of this Special Use Permit to allow for antenna modifications to an existing cell site will have appositive affect on the surrounding neighborhood by providing up to date wireless technology, with negligible impact on the area.

Thanks for your consideration,

Kevin O. Dugan
Network Development/Real Estate
For: Verizon Wireless
Desk: 480-839-9281 -Cell: 602-531-8002
KDDugan@cox.net

SUP-35468
09/24/09 PC

KD DUGAN & CO.

Real Estate Consulting & Network Development

verizon wireless

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CITY CLERK
2009 OCT -1 A 8:01

September 30, 2009

City of Las Vegas
CITY CLERK
400 Stewart Avenue
First Floor
Las Vegas, NV 89101

RE: Wireless Communications Facility
Verizon Wireless Site: LSV Spanish Oaks
APN#: 162-08-110-001 -3421 W. Sahara – Las Vegas, NV 89102
SUP -35468 – Special Use Permit

Verizon Wireless is requesting an appeal to the City Council regarding the Planning Commission decision of September 24, 2009 on SUP -35468.

Planning Commission denied a request by Verizon Wireless to modify antennas on an existing wireless communication facility.

Thank you,

Kevin O. Dugan
Network Development/Real Estate
For: Verizon Wireless
Desk: 480-839-9281 -Cell: 602-531-8002
KDDugan@cox.net

Via – Fax to City Clerk's Office – 702-382-4803

09/30/2009 WED 17:13 [TX/RX NO 6487] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

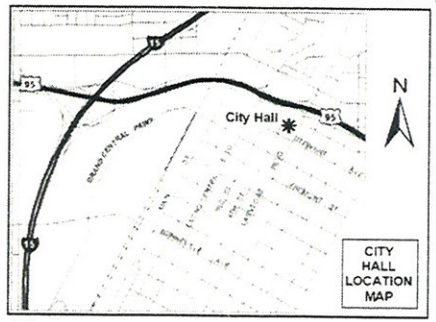
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 11 2009
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 21 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.

SUP-35468

Planning Commission Meeting of 9/24/2009

Case: SUP-35468

16205413033
GLUSHIEN FAMILY TRUST
3328 PLAZA DEL PAZ
LAS VEGAS NV 89102-4032

GAVDS11 89102

Submitted after final agenda
Date 9/21/09 Item 21

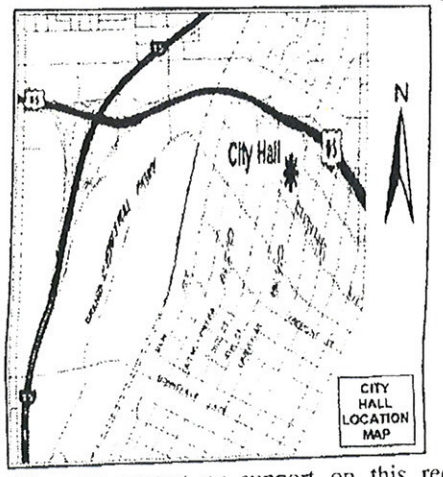
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-35468

Planning Commission Meeting of 9/24/2009

Case: SUP-35468

16208101001
UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

RECEIVED
SEP 23 2009

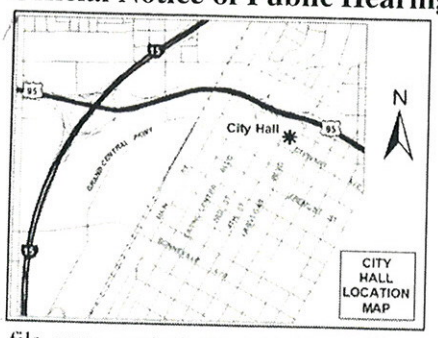
21

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 $ 00.4
0004279218 SEP 11 2
MAILED FROM ZIP CODE 89

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-35468

Planning Commission Meeting of 9/24/2009

RECEIVED
SEP 18 2009

16205413012 Case: SUP-35468
SUNSHINE LIVING TRUST
2417 PLAZA DEL GRANDE
LAS VEGAS NV 89102-4020

GAVDS11 89102

Submitted after final agenda
Date Item 21p

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

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

SUBJECT:

EOT-35880 – ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - NON-PUBLIC HEARING - APPLICANT: JIT & NIRMAL MANN - OWNER: RECEIVERSHIP ESTATE OF AMAPOLA ORANGE, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-22251) FOR A PROPOSED SUPPER CLUB WITH A WAIVER TO ALLOW 152 FEET SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 2000 South Rainbow Boulevard, Suite 108-110 (APN 163-02-313-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL

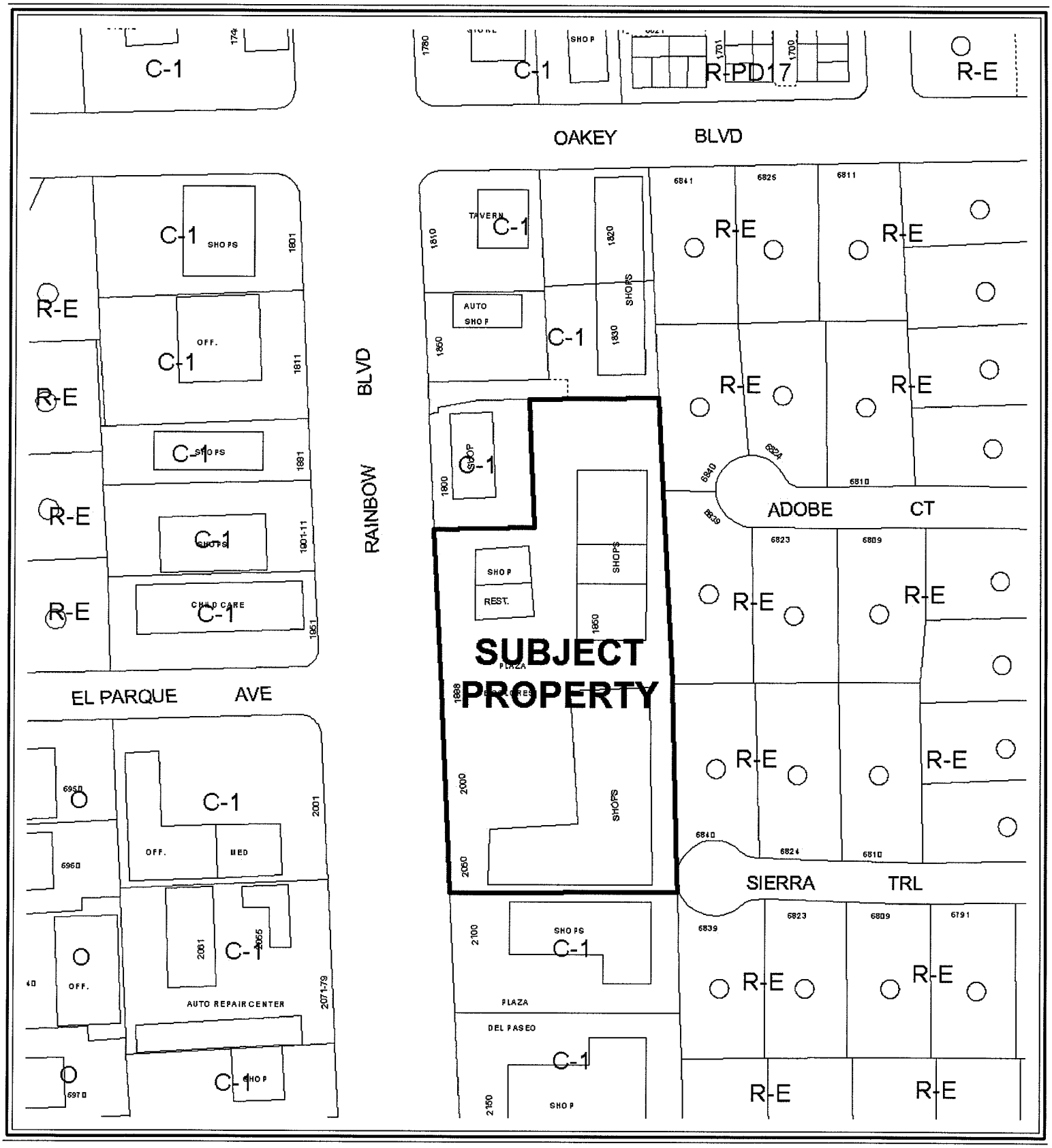
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council Approval Letter for SUP-22251



0 200 400 Feet

CASE: **EOT-35880**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 200 400 Feet

CASE: **EOT-35880**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 18, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-35880 – EXTENSION OF TIME – SPECIAL USE PERMIT – APPLICANT: JIT & NIRMAL MANN - OWNER: RECEIVERSHIP OF AMAPOLA ORANGE, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 21, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. This Special Use Permit (SUP-22251) shall expire on September 5, 2010 unless another Extension of Time is approved by City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-22251) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has an existing shopping center with a previously approved Special Use Permit (SUP-22251) for a Supper Club with a waiver to allow a 152-foot separation from a childcare facility where 400 feet is required. The applicant has been issued several building permits for tenant improvements for the supper club that are still active, along with applying for their business licenses (not yet issued). The has been one Code Enforcement case (67666) processed on 07/11/08 for illegal signs and banners at 2000 South Rainbow Boulevard that was closed by Code Enforcement on 07/25/08. The applicant is requesting an Extension of Time to complete the tenant improvements and for the issuance of the business licenses for the use. Staff is recommending approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/19/94	The City Council approved a request for Rezoning (Z-0081-94) from N-U (Non-Urban) to C-1 (Limited Commercial) for a 63,000 square-foot retail shopping center and equipment rental facility located at the east side of Rainbow Boulevard , between Oakey Boulevard and O'Bannon Drive. The Planning Commission recommended approval on 09/22/94.
08/08/96	The Planning Commission approved a request for a plot plan and building elevation review [Z-0081-94(1)] for a 63,000 square-foot retail shopping center on property located at the east side of Rainbow Boulevard, between Oakey Boulevard and O'Bannon Drive.
01/22/98	The Planning Commission approved a request for a Site Development Plan Review [Z-0081-94(2)] for a proposed 20,700 square-foot building in an existing retail center on property located on Rainbow Boulevard between Oakey Boulevard and O'Bannon Drive.
03/26/98	The Planning Commission approved a request for a Site Development Plan Review [Z-0081-94(3)] for a proposed 13, 242 square feet, one-story retail, and office building on property located on the south side of Oakey Boulevard, east of Rainbow Boulevard.
05/14/98	The Planning and Development Department administratively approved a request for a Site Development Plan Review [Z-0081-94(4)] for a proposed 5,323 square-foot Bank on property located on the east side of Rainbow Boulevard, approximately 100 feet north of O'Bannon Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/05/98	The Planning Commission approved a request for a Site Development Plan Review [Z-0081-94(5)] for a proposed 24,932 square-foot addition to an existing retail center on property located on the east side of Rainbow Boulevard, south of Oakey Boulevard.
09/05/07	The City Council approved a request for a Special Use Permit (SUP-22251) for a proposed Supper Club with a waiver to allow a 152-foot separation from a childcare facility where 400 feet is required at 2000 South Rainbow Boulevard. The Planning Commission recommended approval on 08/09/07.
07/11/08	A Code Enforcement case (67666) was processed for illegal signs and banners at 2000 South Rainbow Boulevard. Code Enforcement closed the case on 07/25/08.
10/15/08	The City Council approved a request for an Extension of Time of a previously approved Special Use Permit (SUP-22251) for a proposed Supper Club with a waiver to allow a 152-foot separation from a childcare facility where 400 feet is required at 2000 South Rainbow Boulevard.
Related Building Permits/Business Licenses	
04/06/09	Two permits (133579 and 133580) were issued for interior demolition in preparation for tenant improvements for a Supper Club at 2000 South Rainbow Boulevard, Ste 108 & 110.
09/05/07	Two business licenses (L21-95856 and R09-95855) were filed for a Supper Club and Restaurant at 2000 South Rainbow Boulevard, Suite 108 and 110. The licenses are still pending.
08/31/09	A building permit (132463) was issued for tenant improvements for a Supper Club at 2000 South Rainbow Boulevard, Suite 110. The permit is still open.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	3.55

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Shopping Center with a proposed Supper Club	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments and Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single-Family	R (Rural Density	R-E (Residence

	Residences	Residential)	Estates)

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
West	Offices and Retail Establishments	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 second request for an Extension of Time of a previously approved Special Use Permit (SUP-22251) for a Supper Club with a waiver to allow a 152-foot separation from a childcare facility where 400 feet is required at 2000 South Rainbow Boulevard, Ste 108 & 110. The applicant has been issued several building permits for tenant improvements for the Supper Club that are still active, along with applying for their business licenses (not yet issued). There has been one Code Enforcement case (67666) processed on 07/11/08 for illegal signs and banners at 2000 South Rainbow Boulevard that was closed by Code Enforcement on 07/25/08.

Title 19.18.060 deems a Special Use Permit exercised upon the approval of a business license, if required, or upon the issuance of a certificate of occupancy or approval of a final inspection.

FINDINGS

The Special Use Permit (SUP-22251) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement. The applicant is requesting additional time to complete the tenant improvements and receive their business licenses. Staff is recommending approval of this request with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-22251) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-35880 APN: 163-02-313-011

Name of Property Owner: Receivership of Amapola Orange, LLC

Name of Applicant: Jit Mann

Name of Representative: Jit Mann

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: James R. Wilmot on behalf of the Receivership Estate at Amapola Orange, a CA LLC

Subscribed and sworn before me

This 2 day of September, 2009

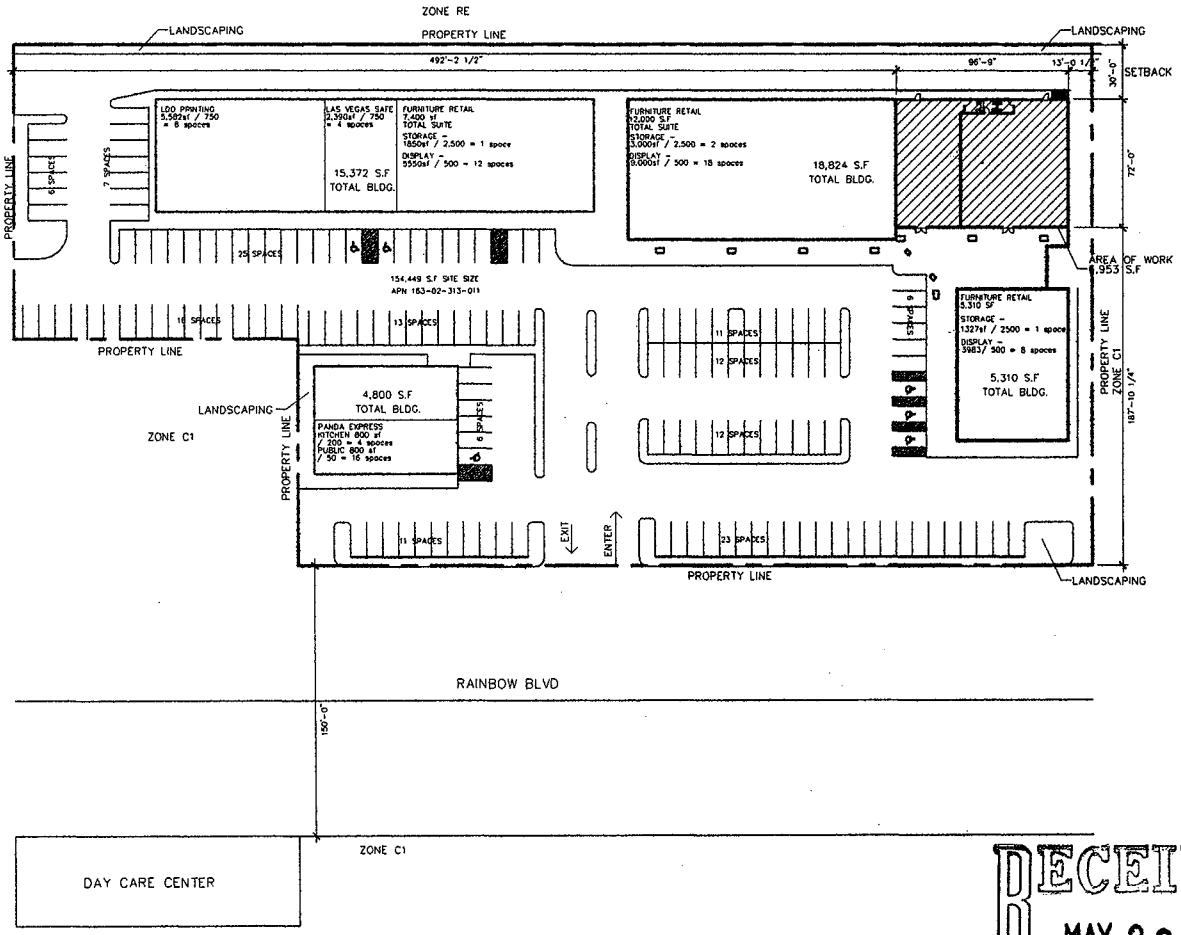
[signature]

Notary Public in and for said County and State

DUFFY LYLES
Notary Public - State of Nevada
No. 06-105259-1
My Commission Expires May 10, 2010

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc



CODE ANALYSIS

154,449 S.F SITE SIZE
APN 163-02-313-011

JURSIDICTION: CITY OF LAS VEGAS

CODE COMPLIANCE
2003 I.B.C. (WITH LOCAL AMENDMENTS)
2000 U.F.C
2000 U.M.P.
2000 U.M.C.
2002 N.E.C.

PARKING ANALYSIS

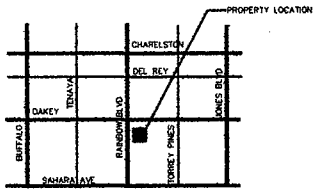
MERCURY LDD		5,582sf/750 = 8 spaces
LAS VEGAS SAFE		2,390sf/750 = 4 spaces
FURNITURE PARTNERS		7,400sf
	STORAGE	1,850sf/2500 = 1 space
	DISPLAY	5,550sf/500 = 12 spaces
	TOTAL	13 spaces
PANDA EXPRESS		1,600sf
	KITCHEN	800sf/200 = 4 spaces
	PUBLIC	800sf/50 = 16 spaces
	TOTAL	20 spaces
THOMASVILLE FURNITURE		12,000sf
	STORAGE	3,000sf/2500 = 2 spaces
	DISPLAY	9,000sf/500 = 18 spaces
	TOTAL	20 spaces
NORWALK FURNITURE		5,310sf
	STORAGE	1,327sf/2500 = 1 space
	DISPLAY	3983sf/500 = 8 spaces
	TOTAL	9 spaces
TOTAL PARKING REQUIRED		74 SPACES
TOTAL PARKING PROVIDED:		148 SPACES

PARKING REQUIRED LOUNGE AND BAR
1 SPACE PER 50 S.F PUBLIC SEATS
4507 S.F / 50 = 91 SPACES REQUIRED

ADDITIONAL SPACES REQUIRED: 13 SPACES

OCCUPANCY: A-2 LOUNGE/ BAR
CONSTRUCTION TYPE: V-B
FIRE SPRINKLERS: YES
STORIES: ONE
TENANT AREA: 6,953 SF W/ 2-HOUR SEPERATION BETWEEN OCCUPANCY
OCCUPANCY LOAD: ASSEMBLY UNCONCENTRATED 15 NET
TOTAL OCCUPANTS:
LOUNGE - 1,350 S.F /15 = 90 OCCUPANTS
BAR BACK- 322 S.F /100 = 4 OCCUPANTS
KITCHEN - 865 S.F /200 = 4 OCCUPANTS
DINING - 3,157 S.F /15 = 211 OCCUPANTS
STORAGE - 147 S.F /300 = 1 OCCUPANT
OFFICE - 140 S.F /100 = 2 OCCUPANTS
TOTAL OCCUPANTS: 312 OCCUPANTS
FLOOR AREA RATIO: TOTAL SQUARE FOOTAGE OF SHOPPING CENTER: 44,306 SF
TOTAL SQUARE FOOTAGE OF SITE: 154,449 SF
F.A.R.: 0.29 = 29% OF LOT
EXITS BUILDING 6,953 S.F. : 312 OCCUPANTS
REQUIRED EXITS: 4
PROVIDED EXITS: 4

REQUIRED FIRE RESISTIVE:
STRUCTURAL FRAME: NON-RATED
EXTERIOR WALLS: NON-RATED
INTERIOR WALLS: NON-RATED
ROOF CONSTRUCTION: NON-RATED



VICINITY MAP
NTS

NORTH

SITE PLAN

NORTH

FEET 10 50 100 150 200 250 FEET

RECEIVED
MAY 29 2007

RECEIVED
SEP 03 2009

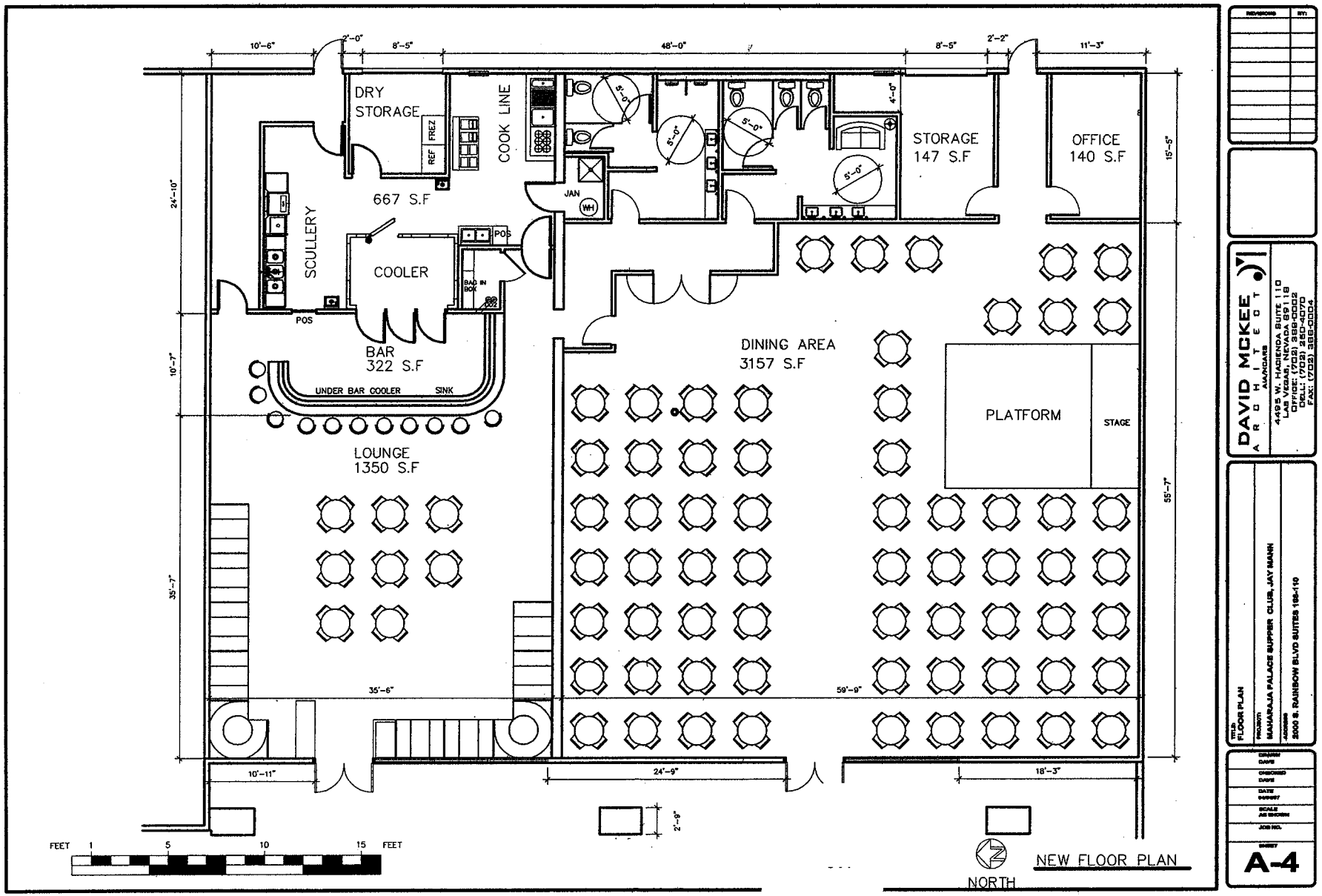
EOT-35880
10-21-09 CC

REVISIONS	BY
ADD PLATFORM 12/28/06	

DAVID MCKEE ARCHITECT
4495 W. HACIENDA SUITE 110
Las Vegas, Nevada 89118
Office: (702) 388-0002
Cell: (702) 252-0070
Fax: (702) 388-0004

ISSUE: SITE PLAN
PROJECT: MAHARAJA PALACE SUPPER CLUB, JAY MANN
ADDRESS: 2900 S. RAINBOW BLVD SUITES 108-110

DRAWN: DAVE
CHECKED: DAVE
DATE: 8/8/07
SCALE: AS SHOWN
JOB NO.
SHEET: A-1



RECEIVED

SEP 03 2009

EOT-35880

10-21-09 CC

To: Planning Development Department
731 S. Fourth St.
Las Vegas, NV 89107

From: Jit & Nirmal Mann
Maharaja Palace
2000 S. Rainbow Blvd.
Suite 108 & 110
Las Vegas, NV 89146

August 29, 2009

To Whom It May Concern:
Dear Sir or Madam,

We were approved at the above location for a Special Use Permit # SUP-22251 and VAR22252 on September 5, 2007. Since then all the plans had been approved by your department. We are actively pursuing the contractors to complete the tenant improvements project. Recently we have awarded the contract to Las Vegas Homes and Development General Contractor #0070224, Tina Morgan. They are actively working on the T.I. project, but we need an EXTENSION of TIME for the special use permit. We will be highly obliged if you approve the extension.

Thank you,

Sincerely

J. Mann

Jit Mann,
Managing Member
Maharaja Palace LLC
Cell#702 338 2026 Fax# 702.267.0290.

RECEIVED
SEP 03 2009

EOT-35880
10-21-09 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

September 7, 2007

Ms. Edith Cserni
Amapola-Orange LLC
20408 Amapola Avenue
Orange, California 92869

RE: SUP-22251 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 5, 2007

Dear Ms. Cserni:

The City Council at a regular meeting held September 5, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED SUPPER CLUB WITH A WAIVER TO ALLOW A 152 FOOT SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 2000 South Rainbow Boulevard, Suite 108-110 (APN 163-02-313-011), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 6, 2007. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Supper Club use, except as modified herein.

2. Conformance to the conditions for Rezoning (Z-0081-94), and Plot Plan Review (Z-0081-94(1)) if approved.

3. A Waiver to allow a 152-foot separation from a Child Care Facility where 400 feet is required is hereby granted.

4. 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.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

RECEIVED
SEP 03 2009

EOT-35880
10-21-09 CC

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 18, 2009

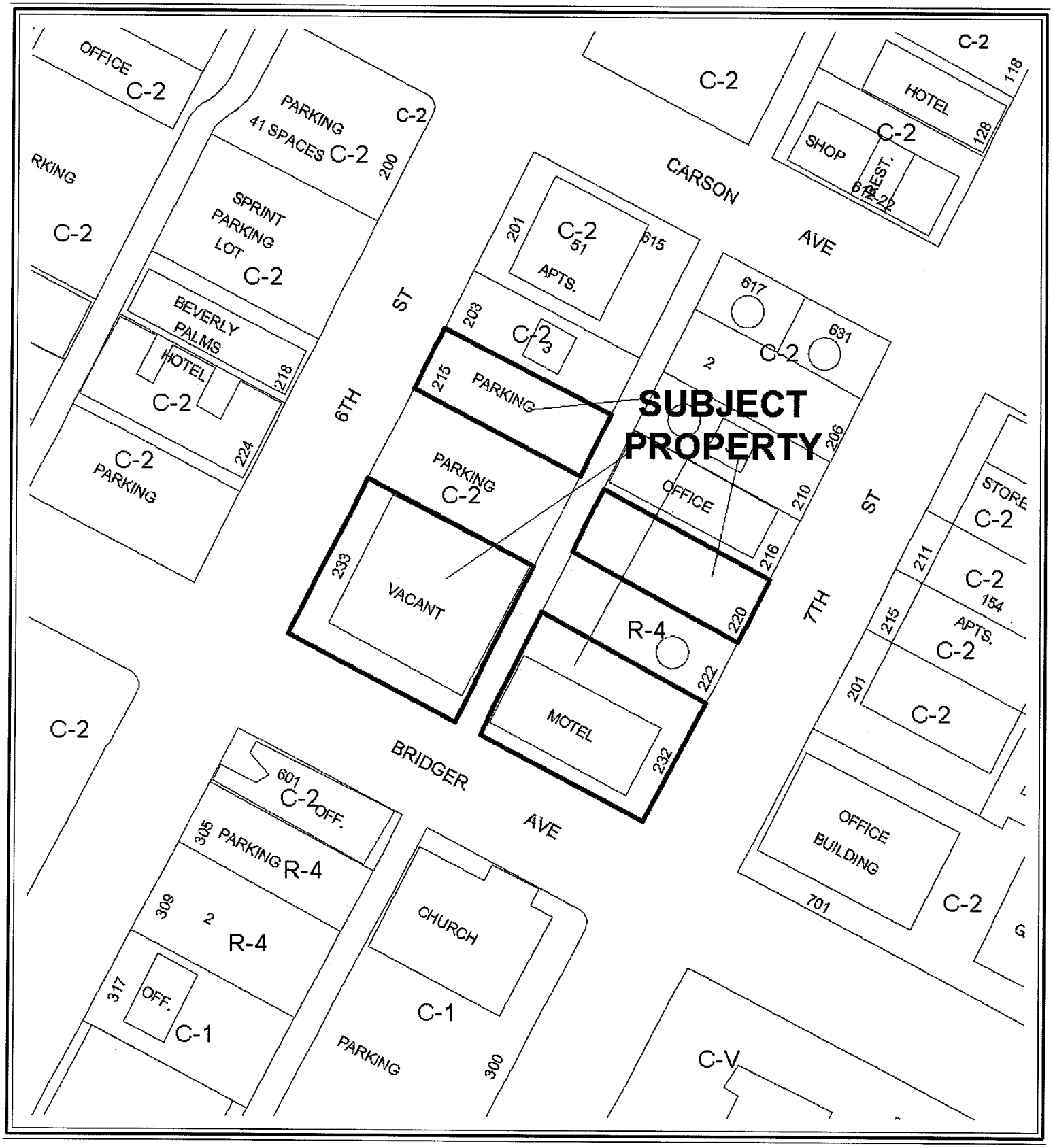
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-36311 - EXTENSION OF TIME - VARIANCE - NON-PUBLIC HEARING APPLICANT/OWNER: GOOD EARTH ENTERPRISE, INC. - Request for an Extension of Time of an approved Variance (VAR-1295) TO ALLOW 35 PARKING SPACES WHERE 70 PARKING SPACES ARE REQUIRED FOR A PROPOSED 330 UNIT ASSISTED LIVING APARTMENT COMPLEX at 233 South 6th Street and 232 South 7th Street (APN: 139-34-611-034, 036, 037, and 039), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Letter from Deputy Fire Marshall
6. City Council Approval Letter for EOT-33411



0 100 200 Feet

CASE: **EOT-36311**

ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL) AND R-4 (HIGH DENSITY RESIDENTIAL)

N



0 100 200 Feet

CASE: **EOT-36311**

ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL) AND R-4 (HIGH DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 18, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-36311 – EXTENSION OF TIME – VARIANCE -
APPLICANT/OWNER: GOOD EARTH ENTERPRISES, INC

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If approved, subject to:

Planning and Development

1. Conformance to the conditions of approval of Variance (VAR-1295) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. This Variance (VAR-1295) shall expire on February 19, 2011 unless another extension of time is approved by the City Council.

** STAFF REPORT **

PROJECT DESCRIPTION

This is the third request for an Extension of Time of a previously approved Variance (VAR-1295) to allow 35 parking spaces where 70 spaces are required for a proposed 330-unit Assisted Living Apartment complex. Since the approval of the Variance (VAR-1295) on February 19, 2003, there have been four (4) Code Enforcement cases and two (2) Abandoned Building cases processed for the subject site. City records reveal that building permits issued would have an inspection conducted by one or more departments, but never receive an approved final inspection resulting in the permit expiring. The most recent permit (147346) issued on 09/15/09 for standpipe repairs was to rectify an existing problem from 2000, and though the Fire Department inspected the site on seven (7) different occasions with the last receiving an approval, the permit has not been finalized and therefore remains open. Additionally, there is an outstanding balance for the last two inspections conducted by the Fire Department totaling $160.00.

In 2003, the Health Department closed rooms for lack of maintenance. The buildings were classified as unsafe, but recent repairs to the standpipe system have changed the building classification to a vacant building. There are no active business licenses for the hotel or property management. The applicant has not taken any action to exercise the entitlements of the Variance (VAR-1295) and related Special Use Permit (SUP-1531), and according to her justification letter, does not anticipate starting the project anytime in the near future; therefore, staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/15/77	The Board of City Commissioners approved a request for Rezoning (Z-0042-77) from R-4 (High Density Residential) to C-2 (General Commercial) of property generally located at 220 S. 7th Street between Carson Avenue and Bridger Avenue. The Planning Commission recommended approval on 05/24/77.
09/14/98	The City Council accepted the applicant's request to Withdraw an application for a Special Use Permit (U-0081-98) for a Convalescent Care Facility on property located at 232 S. 7th Street. The Planning Commission recommended denial on 08/13/98.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/19/03	The City Council approved a request for a Special Use Permit (SUP-1531) for a 330-unit Assisted Living Apartment complex at 233 S. 6th Street and 232 S. 7th Street. The Planning Commission recommended approval on 01/23/03.
	The City Council approved a related request for a Variance (VAR-1295) to allow 35 parking spaces where 70 parking spaces are required.
08/23/03	A Code Enforcement case (1628) was processed for a tenant calling the City to complain of numerous code violations at 233 S. 6th Street. Tim Stickler of the Fire Department attended. Breeches in the exit corridors, fire doors propped open and loose 4x4 electrical boxes hanging from the wall were discovered. The annex building was previously vacated due to the lack of essential services, but two (2) rooms were found occupied again with numerous code violations. Code Enforcement closed the case on 02/12/04.
01/06/04	A Code Enforcement case (8237) was processed for a trailer set up on a vacant lot at 220 S. 7th Street. Code Enforcement closed the case on 01/13/04.
04/07/04	The City Council approved a request for an Extension of Time (EOT-3992) of a previously approved Special Use Permit (SUP-1531) for a 330-unit Assisted Living Apartment complex at 233 S. 6th Street and 232 S. 7th Street. The Extension of Time expires on 02/19/05.
03/16/05	The City Council approved a request for an Extension of Time (EOT-6047) of a previously approved Special Use Permit (SUP-1531) for a proposed 330-unit Assisted Living Apartment complex at 233 S. 6th Street and 232 S. 7th Street. The Extension of Time expires on 02/19/09.
	The City Council approved a related request for an Extension of Time (EOT-6046) of a previously approved Variance (VAR-1295) to allow 35 parking spaces where 70 parking spaces are required.
05/05/05	A Code Enforcement case (1607) was processed for a tenant calling the City to complain of numerous code violations at 233 S. 6th Street. Tim Stickler of the Fire Department attended. Breaches in the exit corridor, fire doors propped open, loose 4x4 electrical boxes hanging from the wall were discovered. The annex building was previously vacated due to lack of essential services, but two (2) rooms were found occupied again with numerous code violations. Code Enforcement closed the case on 05/05/05.
03/24/06	A Code Enforcement case (39535) was processed for a vacant building at 233 S. 6th Street. Code Enforcement closed the case on 11/07/07.
07/25/08	An Abandoned Building case (68130) was initiated for a vacant building, mitigated to appear occupied: fire inspector called in major problems- interior and windows are broken again at 233 S. 6th Street. The case is still active.
	An Abandoned Building case (68132) was initiated for the building at 232 S. 7th Street being occupied by the handyman for owner, dilapidated, fire inspector called in major problems- interior, probable housing

Related Building Permits/Business Licenses	
04/15/09	The City Council approved a request for an Extension of Time (EOT-33412) of a previously approved Special Use Permit (SUP-1531) for a proposed 330-unit Assisted Living Apartment complex at 233 S. 6th Street and 232 S. 7th Street. The Extension of Time expires 10/21/09.
	The City Council approved a related request for an Extension of Time (EOT-33411) of a previously approved Variance (VAR-1295) to allow 35 parking spaces where 70 parking spaces are required.
03/21/96	A building permit (96392732) was issued for a fire sprinkler system at 233 S. 6th Street. The permit was not approved/finalized by any department.
03/27/97	A building permit (97006140) was issued for the demolition of a building at 220 S. 7th Street.
07/18/00	A building permit (00013430) was issued for electrical conduit for a fire alarm at 233 S. 6th Street. On 10/16/00, the building department inspected and approved the work, but the applicant failed to finalize the permit with the other departments.
08/23/00	A building permit (00015870) was issued for smoke detectors at 233 S. 6th Street. On 08/23/01, the building department inspected and approved the work, but the applicant failed to finalize the permit with the other required departments.
12/13/00	A building permit (00022494) was issued for alarm monitoring at 233 S. 6th Street. On 08/31/91, the building department inspected and approved the work, but the applicant failed to finalize the permit with the other required departments.
01/28/02	A building permit (02001390) was issued for a rehab project consisting of enlarging bathroom doors for 32 rooms at 232 S. 7th Street. The permit was not approved nor finalized by any department.
	A building permit (02001391) was issued for a rehab project consisting of enlarging bathroom doors for 131 rooms at 233 S. 6th Street. The permit received a partial final inspection for only rooms 104 and 106 from the building department on 02/20/02; other required departments did not finalize the permit.
08/15/03	A building permit (03017570) was issued for electrical/mechanical repairs at 233 S. 6th Street. On 08/19/03, the building department inspected and approved the work, but the applicant failed to finalize the permit with the other required departments.
12/11/03	A business license (P35-00664) was issued for a pay phone location at 233 S. 6th Street. The license is still active.
09/15/09	A building permit (147346) was issued for standpipe repair at 233 S. 6th Street. The permit is still active.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	1.02

Field Check	
11/03/09	Staff conducted a field check of the subject site with the following observations: • On the south side of the annex building (232 S. 7th Street), there was a broken window on the second floor • On the north side of the annex building, there were several missing and broken windows, wooden crates stored by the pool area, and trash/weeds along the building. • On the perimeter wall on the west side of the annex building there is graffiti. • The door on the west side of the annex building is boarded up with broken glass at the top; and the second floor window directly above it is missing a window panel. • On the north side of the main building (233 S. 6th Street) there were several broken windows on 2nd, 3rd, and 4th floors • The fenced in area on the north side of the main building has several cars stored.

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Vacant buildings and parking lot	C (Commercial)	C-2 (General Commercial) and R-4 (High Density Residential)
North	Apartments	C (Commercial)	C-2 (General Commercial)
South	Church	C (Commercial)	C-1 (Limited Commercial)
	Offices	C (Commercial)	C-2 (General Commercial)
East	Apartments	MXU (Mixed Use)	C-2 (General Commercial)
West	Parking Lot	C (Commercial)	C-2 (General Commercial)
	Hotel	C (Commercial)	C-2 (General Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Las Vegas Redevelopment Plan	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third request for an Extension of Time of a previously approved Variance (VAR-1295) to allow 35 parking spaces where 70 are required for a proposed 330-unit Assisted Living Apartment complex at 233 S. 6th Street and 232 S. 7th Street. The most recent Extension of Time (EOT-33411) issued on 04/15/09 was for a six-month period to allow the applicant time to develop a timeline for the proposed project and plan to correct Fire Department, Code Enforcement, and Building Department violations. On 09/15/09, the applicant was issued a building permit (147346) for standpipe repairs to rectify an existing problem from 2000, and though the Fire Department inspected the work on seven (7) different occasions with the last inspection receiving an approval, the permit has not been finalized and remains incomplete. Additionally, there is an outstanding balance for the last two inspections conducted by the Fire Department totaling $160.00. No other permits or actions have been taken for the subject site.

On 10/20/09, Code Enforcement conducted an exterior inspection of the subject properties. The north facing elevation of 233 S. 6th Street (main building) has the first floor windows boarded up; and the second, third, and fourth floors have broken windows. The building at 232 S. 7th Street (annex building) has graffiti, broken windows/doors on the first floor, and has several missing windows on the second floor. Staffs inspection of the subject site on 11-03-09 agrees with Code Enforcements findings. In the month of October, the Las Vegas Valley Water District read the meter for the building (Annex building shares utilities with the main building), revealing 292,000 gallons of water used in the last twelve months with the buildings unoccupied/vacant during this period.

FINDINGS

The buildings on the subject site are currently classified as vacant. There are no active business licenses for the hotel or property management. Though the applicant was issued a building permit with the fire department approving the standpipe repairs, the permit has not been finalized with other departments and remains open. The applicant has not taken any action to exercise the entitlements of the Variance (VAR-1295) and related Special Use Permit (SUP-1531), and according to her justification letter, does not expect to start work on the proposed project in the near future; therefore, staff is recommending denial 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

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-36311

APN: #139-34-611-037 (main building)
#139-34-611-036 (annex building)
#139-34-611-039 (parking lot)
#139-34-611-034 (annex parking lot)

Name of Property Owner: Good Earth Enterprises, Inc.

Name of Applicant: Sophie Lau

Name of Representative: Barry Greene

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes _____xx_____No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Sophie Lau

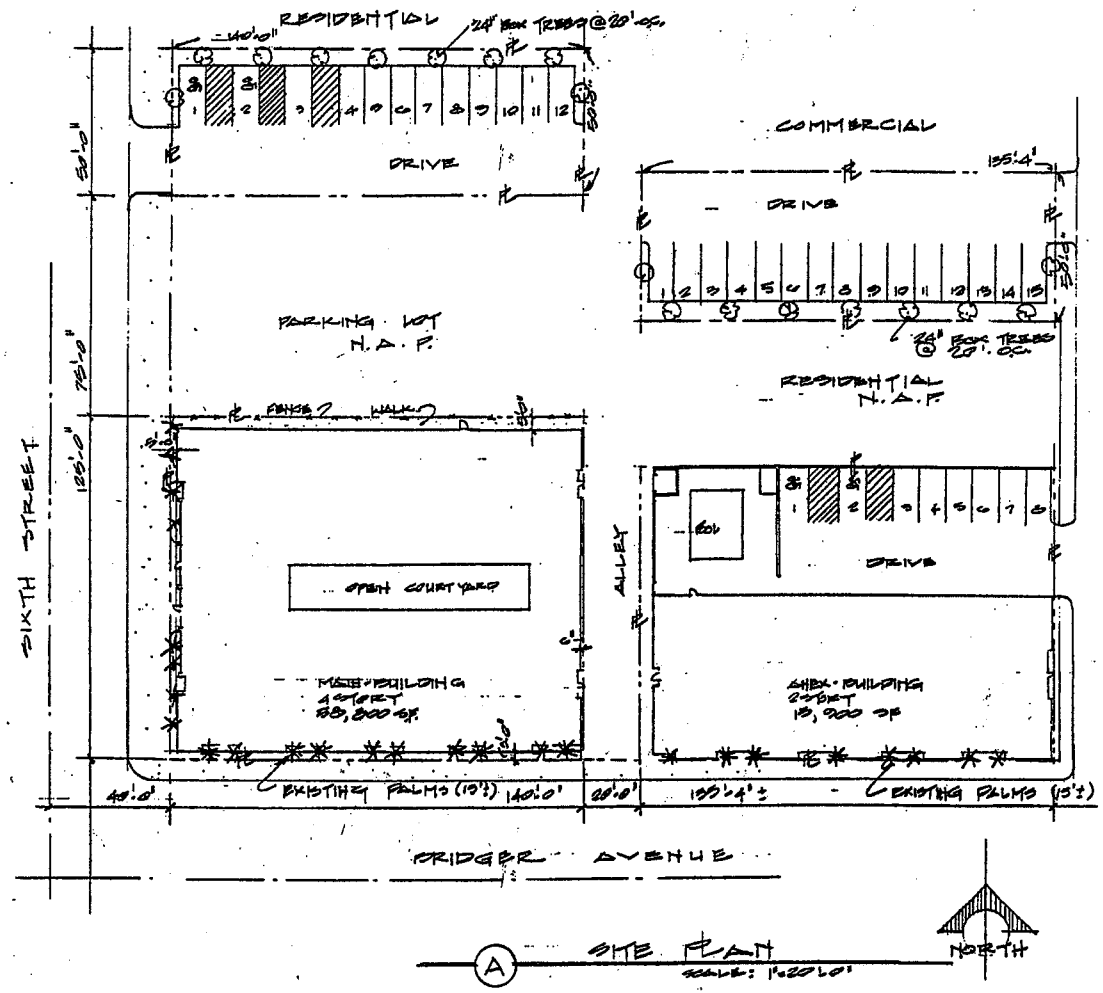
Subscribed and sworn before me

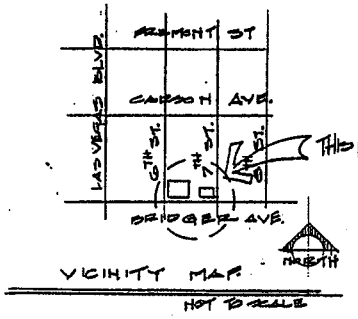
This 2nd day of October, 2009

_____
Notary Public in and for said County and State

TIM LUM
COMM. #1814121
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Sept. 20, 2012

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GENERAL DATA:

BUILDING AREA:
MAIN BUILDING 4 STORY - 58,500 S.F.
ANEX BUILDING 2 STORY - 15,000 S.F.

PROPERTY SIZE:
4 LOTS - 44,525 S.F.

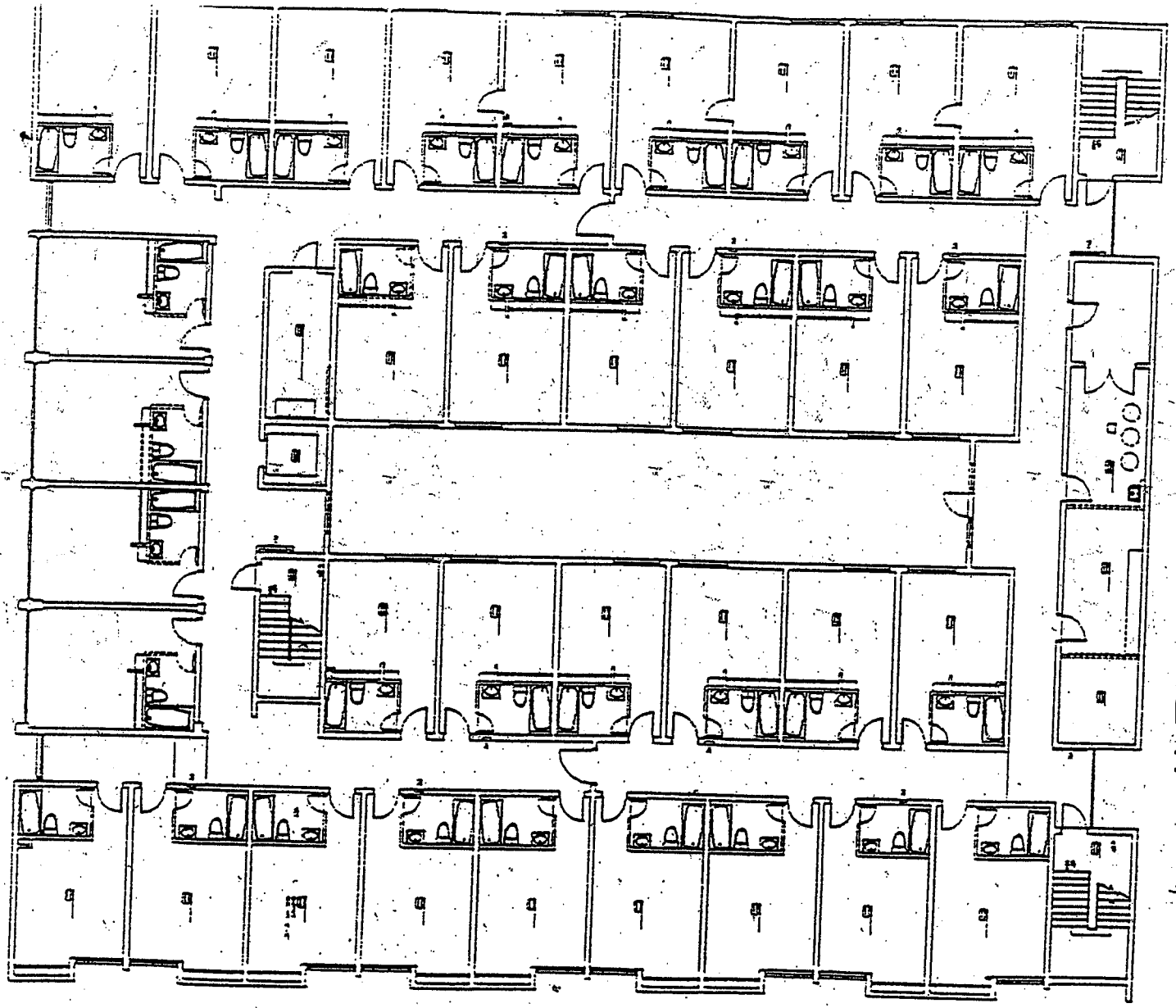
PARKING REQ.
200 BEDS @ 1:4 = 50 SPACES
20 EMPLOYEES @ 1:1 = 20 SPACES
TOT 70 SPACES

PARKING PROV.
HC. 3 SPACES
STANDARD 52 SPACES
TOL. 55 SPACES

VARIANCE: 35 SPACES
50% REDUCTION

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11-18-09 CC



EOT-36311
11-18-09 CC

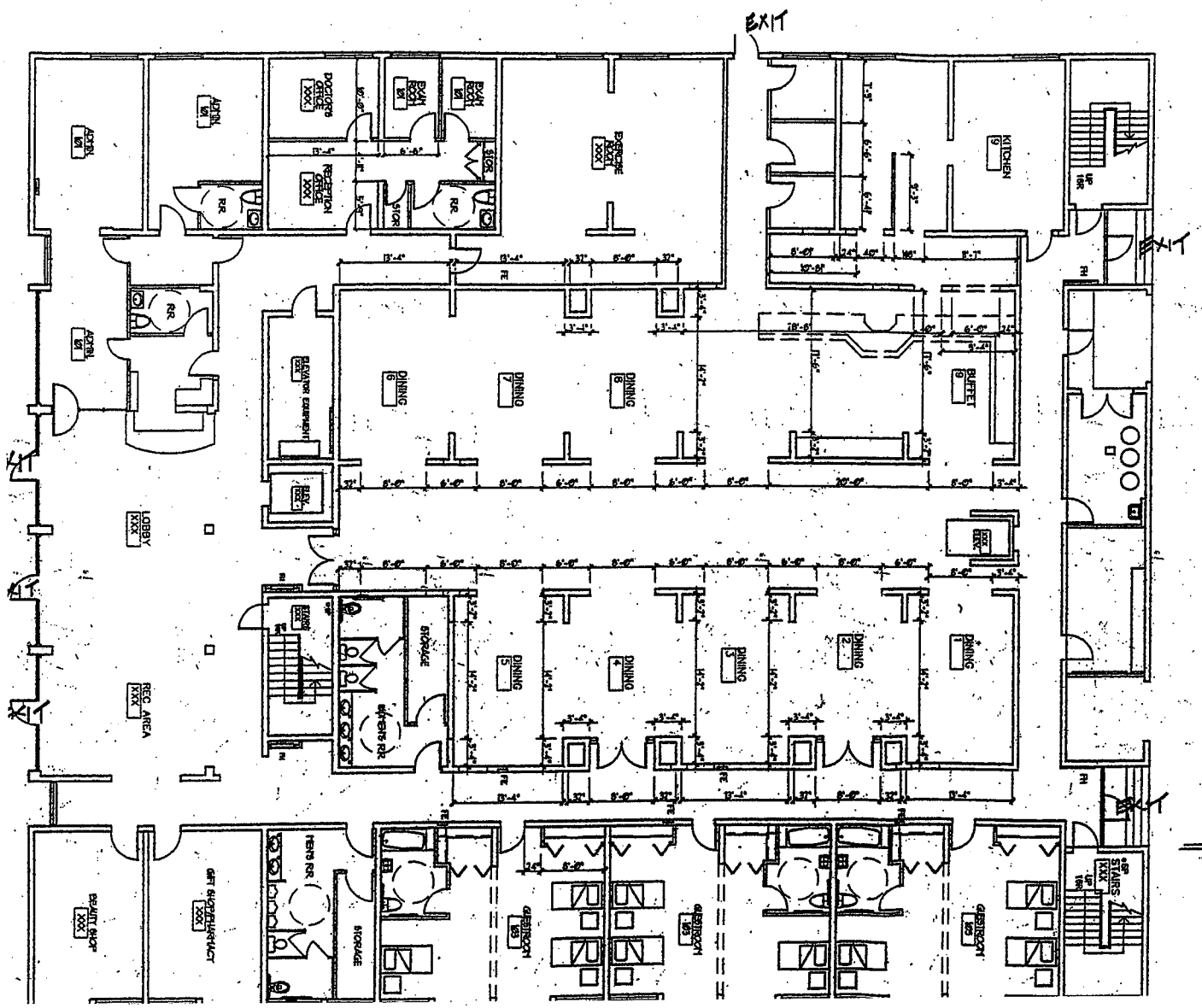
2ND. 3RD. 4TH FLOOR PLAN

NTS

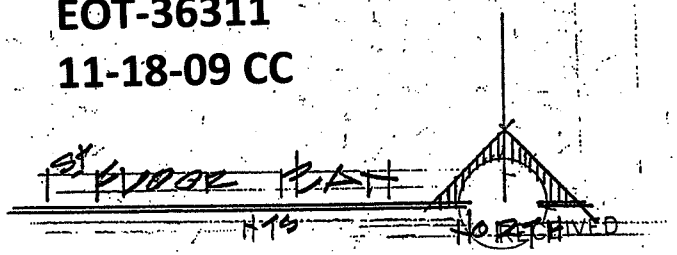
NORTH

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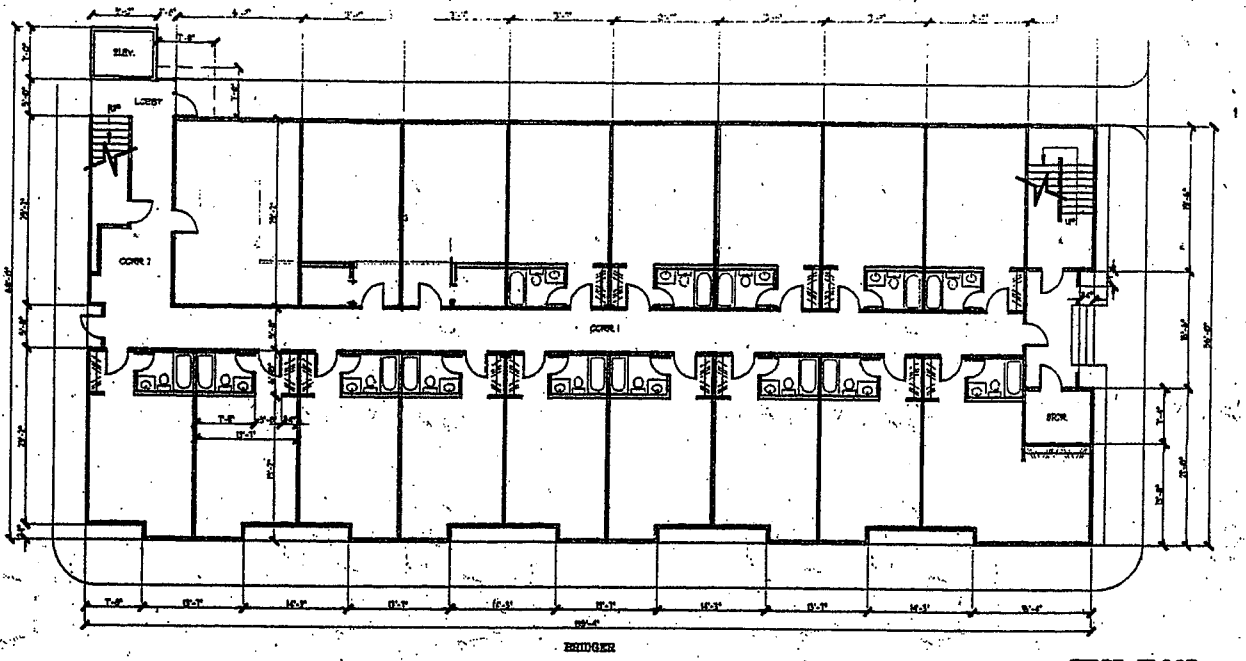
OCT 07 2009



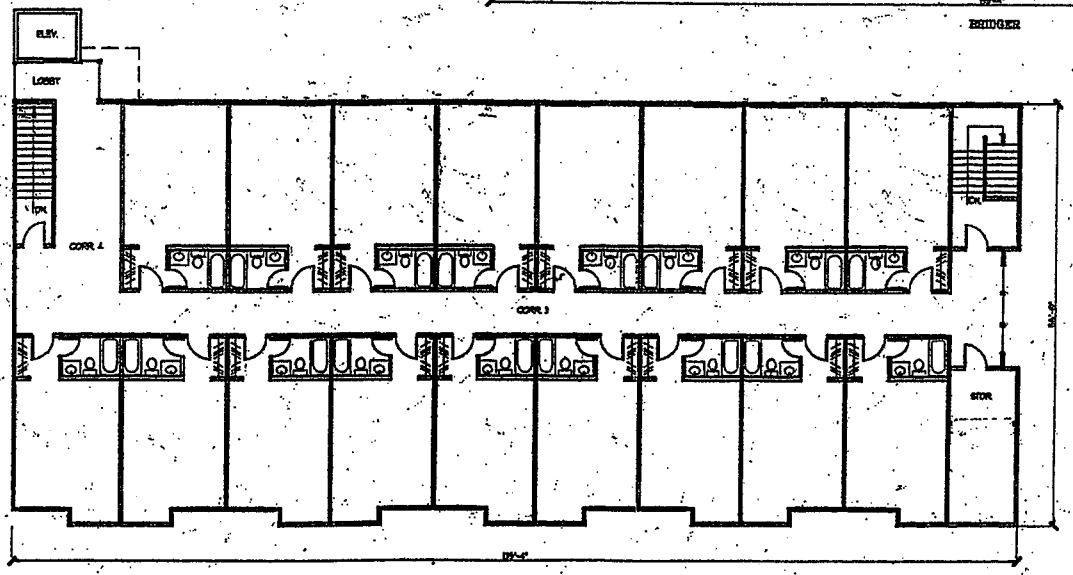
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FIRST FLOOR



SECOND FLOOR

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ANEX BUILDING

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Good Earth Enterprises, Inc.

785 Columbus Avenue, San Francisco, CA 94133
TEL: (415) 421-5588 FAX: (415) 421-5587

October 1, 2009

City Planning & Development Department
731 South Fourth Street
Las Vegas, NV 89155-2511
Attn: Mr. Douglas Rankin, Planning Manager

RE: EOT – Special Use Permit (SUP – 1531) 330 bed health care facility
EOT – Parking Variance (VAR – 1295) Extension of Time

Dear Mr. Rankin:

This letter is to request the extension of time for the above-mentioned permits which will expire on October 21, 2009.

Since we have complied with Fire Department and the Neighborhood Code Enforcement's requests as condition to grant additional / longer extension during the last extension hearing on April 15, 2009, we hereby request more favorable extension at the minimum of two years.

The intended use of the property is to convert the hotel business to health care facility, the proposed Golden Lion Senior Center will provide numerous advantages for this community, such as more jobs, help to revitalize the local economy, reduce smaller facilities scattered in the neighborhood, enhance better image, and most of all, it is in line with the Downtown Redevelopment General Master Planning.

Unfortunately the current economy is in the recession crisis, and the recent financial market meltdown has lead to the hardship of obtaining construction loans. Our new president has stated that "the economy is going to get worst before it gets better", and the economists predict that the turnaround / recovery time will be lengthy and unprecedented.

Your understanding and assistance by granting a maximum extension of time for the subject permits will be greatly appreciated.

Very truly yours,

Sophie Lau
SL: so

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CITY MANAGER

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GREG GAMMON

DEPUTY FIRE CHIEFS
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MIKE MYERS
L. SCOTT FULLER
ROBERT BELL

ASSISTANT FIRE CHIEFS
CHERINA KLEVEN
BERTRAL WASHINGTON
THOMAS MIRAMONTES

LAS VEGAS FIRE & RESCUE
FIRE PREVENTION DIVISION
500 N. CASINO CENTER BLVD.
LAS VEGAS, NEVADA 89101

VOICE 702.229.0366
FAX 702.229.0124
TTY 702.386.9108
www.lasvegasnevada.gov/fire-rescue

October 2, 2009

Mrs. Sophie Lau
Lau's Investment Group
758 Columbus Avenue
San Francisco, CA 94133

RE: 233 S 6th ST, LAS VEGAS, NV 89101

Ms Lau:

The required corrective action has been taken on the dry standpipe system on September 29, 2009, along with compliance on other previously documented fire code violations originally issued on June 4, 2008. The only outstanding item from that original violation notice is the fire alarm system intended for the use by occupants for fire notification shall be maintained and made functional.

As the facility is vacant and shall remain that way until a complete code review, subsequent installation of required systems, inspections by all required parties and new Certificate of Occupancy is issued, the fire alarm system will not be required to become operational at this time.

City of Las Vegas adopted fire code the *NFPA 1 UFC 2003 Edition, specifically Chapter 10.4.2 "All fire protection systems shall be maintained in service in vacant buildings".*

The corrections made at this time will meet the intent of the fire code for vacant or non occupied buildings. This letter does not grant any occupancy whatsoever and has no bearing on the Extension of time issued for the Special Use Permit previously applied for by you or your organization.

If you should have any questions please feel free to contact me directly

Sincerely,

David F. Klein
Deputy Fire Marshal
Las Vegas Fire & Rescue

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DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

April 29, 2009

Ms. Sophie Lau
Good Earth Enterprise, Inc.
785 Columbus Avenue
San Francisco, CA 94113

RE: EOT-33411 – EXTENSION OF TIME
CITY COUNCIL MEETING OF APRIL 15, 2009

Dear Ms. Lau:

The City Council at a regular meeting held April 15, 2009 APPROVED the request for an Extension of Time of an approved Variance (VAR-1295) TO ALLOW 35 PARKING SPACES WHERE 70 PARKING SPACES ARE REQUIRED FOR A PROPOSED 330 UNIT LIVING APARTMENT COMPLEX at 233 South 6th Street and 232 South 7th Street (APN: 139-34-611-034, 036, 037, and 039), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 16, 2009. This approval is subject to:

Planning and Development

1. Conformance to the conditions of approval of Variance (VAR-1295) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. This Variance (VAR-1295) shall expire on October 21, 2009 unless another extension of time is approved by the City Council.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Barry Greene
3531 East Russell Road, Suite D
Las Vegas, Nevada 89120

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400 STEWART AVENUE
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